

# Sparta Area Schools

BOARD OF EDUCATION

and the

SPARTA EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION

KCEA/MEA/NEA

JULY 1, 2016 – JUNE 30, 2019

## Master Contract Agreement



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## **ARTICLE I – RECOGNITION**

### **A. CERTIFICATION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Sparta Area Schools Board of Education (hereinafter referred to as the “Board”) does hereby recognize the Kent County Education Association/Sparta Education Association (hereinafter referred to as the “Association”) as the exclusive representative in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all full-time and part-time non-supervisory employees of the Board included in the bargaining unit described below:

1. Secretaries
2. Teacher Assistants
3. Maintenance
4. Food Service
5. ELL-Bilingual Aides

Stipulation:

Unless otherwise expressed in this Agreement, the use of the terms “Employee/Member/Bargaining Unit Member” shall refer to those persons in the positions listed herein.

### **B. EXCLUSIONS FROM THE UNIT**

Excluded from the unit are the following specific positions:

1. Grounds Maintenance
2. Central Office Bookkeepers and Secretaries
3. Supervisors of departments such as vehicles, food services, custodial/maintenance, machine maintenance, transportation, etc.
4. Administrative, substitute employees and all other employees
5. Operational Assistant Director
6. Community Education Secretary



## **ARTICLE II – EMPLOYEE RIGHTS**

### **A. RIGHTS**

Each employee, as defined in Article I, Section A and B, shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining with the Board, the Board will not be punitive or grant privileges to any employee by reasons of his/her membership or non-membership in the Association, his/her participation or non-participation in legal activities of the Association or collective bargaining with the Board or his/her institution of any grievance or proceeding under this Agreement.

The Board and Association hereby reserves the right to file unfair labor practice(s) against the Board and Association and/or the employee if the Board and Association believes there are grounds for such charges.

### **B. PROGRESSIVE DISCIPLINE**

- a. Honor Agreement- Each employee shall honor the provisions of the agreement. Failure to do so may result in disciplinary action against the employee.
- b. Just Cause Protection- Any non-probationary employee may be disciplined for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, or reduced in rank or compensation without just cause.
- c. Progressive Discipline- All reprimands will include an explanation of what the violation was and how it can be corrected. Reprimands may be progressive except when one's behavior requires immediate suspension or discharge. The sequence may be:
  - i. Oral reprimand
  - ii. Written reprimand
  - iii. Suspension with or without pay as determined by the supervisor
  - iv. Termination
- d. Association Representation - Any bargaining unit employee who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit employee's request, have an Association representative of his/her choice at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative of the Association can be present, provided that no disciplinary action shall be delayed more than twenty-four (24) hours from the time of the request being made and further provided, however, that this shall not apply where, in the opinion of the Administrator/Supervisor involved, it is necessary to take immediate action to protect life, limb, property or the integrity of the education process. The Association will provide the Board with a known representative in each building.

### **C. PERSONNEL FILES**

Each employee shall have access to his/her official personnel file, excluding pre-employment materials, at reasonable times and shall be entitled to review his/her file accompanied by an Association representative in the presence of an administrator. No new evaluative materials will be placed in an employee's official personnel file without informing the employee. Special assignments outside the member's normally assigned duties shall not be evaluated and if the member disagrees with the evaluation, he/she may submit a written response which will be attached to the file copy of the evaluation.

Prior to the completion of the 60 scheduled work day probation period, an evaluation of the member's work shall be completed and discussed with the member and placed in his/her file. If this evaluation is not completed by the 60 scheduled work day probationary period, the member's work will be deemed satisfactory.

**D. ASSAULT ON AN EMPLOYEE**

An employee may use such reasonable force as is necessary to protect himself/herself from attack or to prevent injury to another teacher, student, support staff, administrator or other school employee. Any case of assault on an employee while in pursuit of his/her employment or any suit or complaint or suit against an employee as a result of any action taken by the employee while in pursuit of his/her employment, shall be promptly reported to the Board of Education or its designated representative. The Board will promptly provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, complaint or suit.

**E. WRITTEN AUTHORIZATION**

The Board will make payroll deductions from the wages of each employee provided the employee has submitted to the Board, a signed written authorization form for said deductions. Such deductions may be authorized for the following purposes:

1. Credit Union
2. United Way Fund
3. Annuities and insurance programs which have been approved by the Board
4. Sparta Education Foundation

**F. BARGAINING UNIT WORK**

Work normally performed by bargaining unit members shall not be given to persons outside the bargaining unit to the extent bargaining unit member suffer loss of work.

**G. COMPLAINT ABOUT AN EMPLOYEE**

1. Any complaint directed toward an employee other than criminal in nature, which is to become a part of that employee's permanent personnel record, shall promptly be called to that employee's attention.
2. If an employee is investigated by the Board, when such investigation is complete the employee shall be informed of the results of the investigation.

## **ARTICLE III – ASSOCIATION RIGHTS**

**A. ASSOCIATION REPRESENTATION/PAYROLL**

The Board/Administration shall furnish the Association Treasurer/Membership Chairperson with a list of the names, classifications/positions and hours worked per week of all employee/members of the bargaining unit. Names of new hires shall be furnished as they

occur. The Association President shall be immediately notified of any changes in an employee's/member's hours per week worked.

**B. FACILITIES**

The Association may use school building facilities at reasonable hours for meetings upon receiving approval from the Administration. No employee shall be prevented from wearing official insignia, pins or other identification of membership in the Association. Bulletin board space and inter-school mail will be available to the Association for its reasonable normal usage.

**C. DOCUMENTS**

The Board will furnish to the Association, upon written request from the Association President or designee, information which is available to the public concerning such matters as budget, personnel, etc., which will be used by the Association only for the purposes of processing a grievance or preparing for negotiations.

**D. TIME SPENT AT OFFICIAL NEGOTIATIONS/GRIEVANCE HEARINGS**

1. Each employee (aggrieved, steward and/or officers) required to be engaged in grievance/arbitration hearings under the terms of the grievance procedure found in this Agreement and during regular work hours, shall not suffer loss of wages for such requirement. Neither shall such engagement lead to additional payment of wages beyond the regular working hours.
2. If negotiations are conducted during hours when negotiation team members of the Association are on duty, the affected persons will be permitted to make adjustments in their schedules with others in their classifications, without loss of wages or benefits, permitting them to participate.

**E. ASSOCIATION LEAVE**

1. Association members may be absent from work up to forty-five (45) hours per year to conduct Association business. With approval of the Superintendent up to fifteen (15) hours may be with pay.
2. In the event that the Association schedules a general membership meeting at a time that second (2<sup>nd</sup>) shift employees are working the Administration agrees to allow those employees to make adjustments in their schedules, without loss of wages or benefits, permitting them to participate, provided the Association gives the Administration five (5) work days advance notice of such meeting. Such meeting shall not be more than one and one-half (1.5) hours in length and shall not be scheduled more than three (3) times per year.

**F. CONFERENCES**

Upon the request of the Administration or the local Association President, a conference will be scheduled. The agendas shall be established and be made known prior to the meeting. The membership at such a conference will be agreed upon prior to the conference.

**ARTICLE IV – SENIORITY**

**A. SENIORITY**

1. The word “Seniority” means continuous employment service with the Board in a position represented by the Association.
2. “Position Seniority” means continuous employment service in a specific position of the Board represented by the Association (see Article I, Section A).

**B. DISTRICT SENIORITY AND POSITION SENIORITY CONDITIONS**

1. Teacher Assistants, Secretaries, Maintenance, ELL Bilingual Aides:
  - a. Each employee working twenty (20) or more hours per week shall accrue full seniority and position seniority.
  - b. Each employee working less than twenty (20) hours per week shall accrue seniority and position seniority at one-half (.5) the full rate.

2. Food Service:  
Full district and position seniority shall accrue from the date of hire for all Food Service employees.
3. All classifications:
  - a. Any bargaining unit member who has experience in more than one classification, will have seniority in each classification based on experience in that classification.
  - b. In case of a reduction in personnel, position seniority will be used to determine which bargaining unit member(s) will be laid off.
  - c. If a laid off bargaining unit member has enough position seniority in another classification, he/she may exercise bumping rights.

**C. SENIORITY DURING LAY-OFF/LEAVE**

Each employee who is laid off or is on an unpaid leave of absence in the excess of thirty (30) calendar days shall have his/her seniority and position seniority “frozen” for the duration of the leave unless said absence is for reasons of extended illness.

**D. PROBATIONARY PERIOD**

Each new employee hired by the Board shall serve sixty (60) scheduled work day’s probationary period during which time he/she shall have no seniority or position seniority. Upon successful completion of the probationary period by a given new employee, such employee shall receive seniority and position seniority from the date of his/her hire. The lack of seniority for probationary employees shall be interpreted to mean that the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.

**E. LOSS OF DISTRICT SENIORITY AND POSITION SENIORITY**

District seniority and position seniority shall be lost if any of the following apply:

1. The employee retires, quits or is discharged.
2. The employee is absent two (2) consecutive workdays without properly notifying the Board. If the Board is notified of extenuating circumstances, which are beyond the control of the employee, the Board may waive this condition.
3. The employee does not return from a leave of absence within three (3) working days after the leave of absence expires.
4. The employee does not return from layoff status within five (5) working days from the date of recall unless extended by the Board.
5. The employee is transferred to a Board position outside of the bargaining unit (see Article I, Section B). In the event that the employee returns to the bargaining unit, his/her former district seniority and position seniority in the bargaining unit shall be reinstated.
6. For the purpose of stating position seniority, there shall be six (6) positions. They are as follows:
  - a. Secretaries
  - b. Teacher Assistants
  - c. Maintenance
  - d. Food Service
  - e. ELL-Bilingual Aides

**F. DISTRICT SENIORITY AND POSITION SENIORITY**

The Association shall establish the seniority lists and the Board shall maintain lists indicating district seniority and position seniority. The date of hire and length of service will be indicated. These lists shall be available to the Association upon written request and posted in the workrooms of school buildings and the bus garage. The lists shall be posted on or before September 30<sup>th</sup> each year.

**G. PROCEDURE FOR RESOLVING SENIORITY CONFLICTS**

The date of hire shall be defined as the date the employee reports for work. All seniority shall accrue from the date of hire. In circumstances of more than one (1) individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority lists.

The Sparta Educational Support Personnel Association and unit members so affected will be notified, in writing, of the date, time and place that will reasonably allow the affected individuals and the SESPA representatives to be in attendance. All of the employees hired prior to July 1, 1986 shall retain their current ranking on the seniority lists. Internal candidates moving from one category to another shall receive placement on the seniority list of the new category ahead of any new hires reporting to work on the same date in the same category.

**ARTICLE V – WORKING CONDITIONS**

**A. WORK WEEK/WORK HOURS**

The work week for payroll computation purposes shall begin at 12:00 AM on Sunday and end at 12:00 midnight the following Saturday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for all employees will be Monday through Friday. The work hours for the respective classifications in the bargaining unit shall be defined as follows:

1. Secretaries

During the school year, secretaries shall work thirty-seven (37) hours per week (seven and one-half [7.5] hours Monday through Thursday, and seven [7] hours on Friday) or more or less as assigned by the Administration. During the summer weeks, secretaries shall work thirty-four (34) hours per week or less assigned by the Administration.

The daily schedule for each office shall be set by the Administration of that office subject to the approval of the Superintendent of Schools. Hours of employment beyond the normal daily hours must have prior approval from the Administration of the building.

2. Teacher Assistants

Teacher Assistants' working hours shall be thirty (30) hours per week or more or less as assigned by the Administration. The above hours are only for the school year.

Teacher Assistant evaluations shall be completed by May 31. Anyone's evaluations not completed by May 31 will be considered satisfactory for that year. All evaluations shall be done in writing.

3. **Food Service**  
Food Service employees normal work day shall consist of one (1) to eight (8) hours per day and the regular work week shall consist of five (5) to forty (40) hours per week, Monday through Friday, as assigned by the Administration. When there are changes in scheduled duty time arising from changes in student attendance and/or school schedule, employees shall be given twenty-four (24) hours' notice prior to the change, except in emergencies.
4. **Maintenance**  
Maintenance persons' working hours shall be forty (40) hours per week. However, they may vary depending on tasks which must be completed in a particular week.
5. **ELL Bilingual Aides**  
ELL Bilingual Aides work week consists of Monday through Friday, four and one-half (4.5) hours per day or more/less as assigned by the Administration. These hours are for the school year.

**B. OVERTIME HOURS AND PAY**

1. **Overtime Defined.** The official work week of the Board employees shall be no more than forty (40) hours per week. Overtime hours shall be calculated on the hours worked by a given employee over forty (40) hours in any one (1) week. Overtime pay during the school year shall consist of one and one-half (1.5) times the regular hourly rate of the employee.
2. **Assignment of Overtime.** Scheduling of overtime shall be assigned at the discretion of the Administration to any employee who volunteers for overtime hours, working within the given classification and where overtime work is required by the Administration. Mandatory (where there is no volunteer) overtime shall be assigned to the employee who is not on probation and who has the least amount of position seniority in the given classification and building where overtime work is required by the Administration. Refusal to accept assigned overtime hours shall be grounds for disciplinary action.
3. **Overtime for Food Service Workers.** In addition to numbers 1 and 2 above, work not pertaining to school lunches will be paid at the rate of one and one-half (1.5) the normal rate.
4. **Compensatory Time.** Pursuant with federal and state laws regarding the hours worked per week, compensatory time shall be credited at time and one half of hours exceeding a forty (40) hour work week. Time working in excess of scheduled work week, but less than forty (40) hours shall be hour for hour. The use of compensatory time must be used during the scheduled working hours with approval from the building administrator. No more than the compensatory time equivalent of two (2) work days may be carried over from year to year. A record of compensatory time will be kept by the building administrator/supervisor. Up to one week of compensatory time will be paid out in July. Prior approval from the administrator or supervisor is necessary for compensatory time.

**C. SUMMER WORK HOURS**

Each employee who is assigned to work during the summer months shall work his/her normal hours per week in four (4) days, unless otherwise stated herein, from the first full week after the ending date of school to one week prior to the beginning of the school year. The work week during the summer months shall be either Monday through Thursday or Tuesday through Friday and shall hereinafter be referred to as a "Work Session".

The Administration will establish the number of employees needed for each work session to insure that each day of the work session (Monday through Thursday, Tuesday through Friday) they will work during the summer months with seniority being the determining factor. Straight time (not time and one-half) will be paid for each of the hours worked as defined immediately above.

1. The summer working hours schedule for secretaries shall be based on a thirty-four (34) hour week and four (4) eight and one-half (8.5) hour days. If the Administration requires an employee to work beyond the ten (10) hour day or forty (40) hours per week, time and one-half (1.5) or equivalent compensatory time shall be available at the choice of the employee.

**D. REST PERIODS**

Each employee working six (6) or more hours per day shall receive two (2) ten (10) minute rest breaks per day and one thirty (30) minute unpaid lunch break. Each employee working less than six (6) but three (3) or more hours per day shall receive one (1) ten (10) minute rest period per day. Each employee working ten (10) or more hours per day shall receive (3) ten (10) minute rest periods per day and one thirty (30) minute unpaid lunch break.

**E. ABSENCE OF THE EMPLOYEE**

Each employee unable to perform his/her duties due to illness or other causes shall notify his/her immediate supervisor or administrator at least one (1) hour during AM hours prior to noon or two (2) hours during PM hours prior to midnight before his/her scheduled reporting time.

**F. WORKING SCHEDULES**

An employee's working schedule shall not be altered without the consent of the employee unless the change is a regular schedule change and the employee has been given at least ten (10) working days' notice from June 15 to August 15, and five (5) working days from August 16-June 14. Notice may be waived or the number of days reduced if the employee and the supervisor agree. The Association will be notified of all scheduled changes.

**G. ASSISTANTS ASSIGNED TO CLASSROOMS**

Classroom Teacher Assistants shall not be required to supervise a regular classroom which is normally the duty of certified personnel for periods in excess of fifteen (15) minutes. Special Education Teacher Assistants and ELL Bilingual Aides may supervise classes up to one-half (.5) of the daily attendance of students as permitted by law. Special Education Teacher Assistants and ELL Bilingual Aides may be with students without the presence and direct supervision of the certified teacher for a period of up to three and one-quarter (3.25) hours.



## **H. UNIFORMS**

**Maintenance:** The Board shall provide three (3) uniforms per year to each maintenance person or substitute coveralls at equal cost at the request of the employee. The Board shall provide each maintenance person one (1) purchased coverall every other year.

1. Each employee receiving such uniforms shall be responsible to clean and maintain the uniforms furnished to him/her and shall wear the uniform properly while acting in the line of employment duty.

## **I. STUDENT DISCIPLINE**

Each employee, except in unusual or emergency situations, shall not be responsible for student disciplinary problems unless it is a part of their regularly assigned duties. Disciplinary policies and procedures of the School District and/or procedures specifically related to a classification shall be made available, discussed and implemented to permit employees to conduct their duties.

## **J. FACILITIES**

1. The Board shall make available to each employee lunch eating space, rest rooms, telephones for local business use, parking space and the use of vending machines which are installed in the Board buildings.

## **K. EMPLOYEE CONDUCT**

1. Each employee shall adhere to policies of the Board
2. Each employee shall be neat and clean (appropriate to his/her work assignment) in appearance while acting in the line of duty.

## **L. PHYSICAL EXAMINATIONS**

The Board agrees to pay the cost of physical examinations not covered by health insurance if the Board's selected physician is used. Employees required to have a physical examination may, at their option, have their own physician conduct the examination and the Board shall reimburse the employee up to the cost of the Board's physician's fee. Reimbursement for physical examinations shall be made upon presentation of a receipt.

## **M. RESIGNATION**

If an employee turns in a letter of resignation which has been approved by the Board and then is re-hired at a later date, the employee will have no seniority rights other than those of any other new employee.

## **N. HAZARDOUS WORKING CONDITIONS**

The Board shall take reasonable steps to remedy "hazardous" working conditions for positions in this unit. No teacher assistant or secretary shall be required to work alone in a building without the consent of the affected employee.

**O. EMERGENCY DUTY**

All emergency duty call in (such as vandalism, storm damage, or equipment malfunction) shall be conducted by the employee called in during normal “off” working hours. The pay for such emergency time (actual time worked) shall be at two (2) times the employee’s regular hourly rate. Each employee will be paid for a minimum of one-half (.5) hour each time he/she is called in for emergency duty.

**P. EMERGENCY INCLEMENT DAYS RELATED TO CANCELLATION OF SCHOOL**

1. All Teacher Assistants, Food Service Employees, and ELL Bilingual Aides will be paid their normal working hours when school is cancelled (due to inclement weather and other acts of God) up to the legislated grace period. These employees will not be paid for time not worked beyond the legislated limit.

In the event that school hours are required to be added, in accordance with state legislation, employees will be paid for their time worked on these days.

2. Secretaries. On days that school is delayed or cancelled, secretaries shall report at 9:30 AM unless notified otherwise by the principal or his/her designee. A secretary may elect to not report choosing to instead use a pay deduction, comp time, vacation time or personal time for the full day.
3. Maintenance. The Superintendent, at his/her discretion, may dismiss these employees from their assignments with pay.
4. Food Service Employees. Food Service staff will receive regular hourly pay when school is closed because of emergencies/inclement weather. Central Administration, with the aid of the Food Service Director, will determine whether Food Service employees will come to work on such days. The Director will call the employees by 10:00AM if they are to come to work. If the employee is called to work and fails to report, they may elect a pay deduction or a leave beginning after the designated starting time. Food Service employees who have reported to the assigned destination and must return home due to an “emergency” cancellation will be paid for their time when the canceled day is in excess of the grace days allowed under the school calendar. Any additional make-up hours in excess of the grace hours under the contract will be paid as those hours are made up.

**Q. HEALTH CARE RELATED SERVICES**

1. Prior to any bargaining unit member performing health care related services to students, written authorization signed by a licensed physician and the student’s parent(s)/guardian(s) shall be received by the district and available to the bargaining unit member. Such authorization should include specific health care related procedures to be performed, the underlying condition calling for such services, and the specific conditions under which the services are to be provided. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with licensed medical school personnel, i.e. portable phone.

If the bargaining member feels that he/she cannot do the procedure, they may opt out of the position (see Article VII, Section A., 3 B. for process). The employee must opt out before continuous retraining occurs.

2. Any bargaining unit member who has a student(s) with special health care needs assigned to him/her will be trained by the school's licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs. If the school's licensed medical personnel do not feel qualified to train, an outside licensed professional will be hired to train the bargaining unit member.
3. If the bargaining unit member feels adequate training has not been provided, he/she may request retraining and supervision of the procedure by medical personnel unit he/she is deemed competent by the medical supervisor.

**R. DRUG TESTING**

1. All drug and alcohol testing will be strictly monitored and enforced in accordance with the Omnibus Transportation Employee Testing Act of 1991 and Board Policy & Guidelines (4162 adopted 7/11/05). Information from the US Department of Transportation pertaining to this Act and Board Policy & Guidelines will be made available at the transportation office.
2. Procedures for Positive Test. The district will follow Federal Law and Board Policy and Guidelines (4162 adopted 7/11/05) if a district employee tests positive.

Policy 4162 states:

Any staff member who tests positive shall be:

- a. Prohibited from driving any school vehicle;
- b. Subject to discipline, up to and including discharge, in accordance with District guidelines and the terms of any applicable collective bargaining agreements;
- c. Provided information regarding drug/alcohol counseling.

No staff member who has tested positive for alcohol or a controlled substance may return to a safety sensitive position without having been evaluated by a qualified substance abuse professional (SAP), completed any required treatment program, and passed a retest. Return to a safety sensitive position is solely at the District's discretion.

## **ARTICLE VI – LAYOFF AND RECALL**

**A. DEFINITION**

The word "layoff" means a reduction in the number of employees employed in positions represented by the Association.

**B. LAYOFF**

If a layoff occurs for any reason, the following procedure will be followed:

1. The Superintendent or designee will meet with the Association President or designee and discuss the reduction.
2. The Superintendent or designee will attempt to reduce staff through voluntary termination, reduction in hours and/or layoff by any employee(s).

3. If reduction is still necessary, probationary employee(s) employed in those position(s) where layoffs shall occur shall be the first to be laid off. Employee(s) who are not on probation, in position(s) affected by layoff shall be laid off according to the inverse order of their seniority in that position. Layoff notice shall be given at least fifteen (15) business days prior to the effective date of the layoff.
4. Teacher Assistants will be allowed to bump one or more positions in order to maintain as near as possible their previous hours.
5. End of year layoff for Teacher Assistants: Teacher Assistants layoffs shall follow the procedure as set forth in 1, 2, 3 and 4 above, along with the following:
  - a. Accompanying the layoff notice, all Teacher Assistants shall receive a packet containing the following: current seniority list including: position, building assignment, teacher, hours, outside duty, and brief summary of job duties, i.e. list of reduction layoffs and openings (see Appendix D, D-1 and D-2).
  - b. All Teacher Assistants job descriptions will be posted in the lounge of each building.
  - c. End of year multiple layoffs shall be completed at least two weeks prior to the last day of school.
  - d. The process shall be completed within (1) working day.
  - e. The Superintendent's office will publish the recall schedule for all effected Teacher Assistants at least one (1) week before the recall begins.
  - f. Layoffs occurring during the year (not end of year) for Teacher Assistants shall follow steps 1, 2, 3 and 4 above.

**C. REDUCTION IN HOURS**

Hours shall not be reduced to avoid layoffs. Reduction in hours, when necessary, shall be made with not less than ten (10) working days' notice. An employee whose hours have been cut (and/or reassigned) may "bump" one or more employees within his/her unit who have less seniority in order to maintain as close as possible to their current hours, provided the more senior employee has the qualifications to perform the job as determined by the Administration.

**D. RECALL**

The Board shall not be required to recall any probationary employee(s). When the work force is increased following a layoff, employees (not on probation) shall be recalled in the reverse order of layoff within a given position. Notice of recall shall be given by mailing, by certified mail, to the employee's address which is on file with the Board at the time of recall.

**E. TERMINATION AND RECALL**

If the position that the employee is recalled for is less than the laid-off position in hours, compensation or benefits, the employee may turn down the recall and retain recall rights. Each employee not returning to employment with the Board within ten (10) working days after recall is considered to be a voluntary termination by the employee of employment with the Board. Employees shall remain on the recall list for two years. Employees are responsible for maintaining a current mailing address and phone number with the Central Office while they remain on the recall list.

## ARTICLE VII – VACANCIES

### A. VACANCY: DEFINITION/PROCEDURE

1. **Posting of Notice.** The Board shall post for five (5) working days during the school year: August 25 until June 6 (school year for Secretaries: August 15 until June 15), all vacant position(s) which are to be filled. Any vacant positions will be posted within five (5) working days from the time it is vacated or is approved by the Board. The Board shall post for seven (7) working days during the summer break: June 7 until August 24 (Secretaries: June 16 until August 14) all vacant positions which are to be filled. The posting shall include position, building, shift, qualifications, hours and the opportunity to receive a complete job description of the vacant position. The vacant position(s) shall be posted on the employee bulletin boards and copies submitted to the Association President. During the above stated time lines, each employee desiring to be considered as an applicant for the position(s) must file an application with the Superintendent or designee.
2. **Summer Postings.** Each employee wanting the summer postings shall provide stamped, self-addressed envelopes to the Association President. The Board shall send copies of all postings of positions to the Association President. Postings will also be placed on the website and on the bulletin board in the Central Office.
3. **Vacancy Defined**
  - a. A vacancy shall be defined as an opening of a position in the unit as the result of a resignation, creation of a new position, expanding of an existing position's work hours by 50% or more, expansion of an existing position's work year by 10% or more, retirement, death, the creation of a position arising from transfers and/or promotions and dismissals for just cause.
  - b. Students with special health care needs being placed into a classroom will allow the Non-Mandated Teacher Assistant to have the opportunity to choose not to provide health care services for that student. The assistant choosing not to provide the services will be laid off. The position will then be posted and the Assistant will be allowed to bump in accordance with the Master Agreement.
4. **Temporary Assignments.** At no time shall the Board fill a position with a substitute employee for more than twenty (20) working days. In emergency situations, the Board may extend the twenty (20) working day substitute period for the purpose of posting and interviewing. If a member is on an approved leave of absence under FMLA, upon mutual agreement of the Board and the Association, their position may be filled with a substitute employee for up to sixty (60) working days.
5. **Extra Summer Work.** When additional summer work is required, excluding part time positions, youth programs and any other subsidized program, school year (10 month) employees will be given the first opportunity to apply. The employee must make his/her intentions known in writing to the appropriate Supervisor at least two (2) weeks prior to the start of summer vacation. In reviewing the applications for the summer position(s), the Board shall fill the vacancy based on qualifications, skill, ability and experience of each applicant. In the event these factors are relatively equal, the internal candidate with the greatest seniority will be granted the position. Employees working in these positions during the summer months shall not accrue any additional district or position seniority. Employees who make their intentions known, and are not employed for the summer, shall become the substitutes for the extra summer work.

**B. APPLICANTS**

1. Qualifications. In reviewing the applications for vacant position(s), the Board shall fill the vacancy based on qualifications as stated in the job description, skill, ability and experience of each applicant. In the event these factors are relatively equal, the internal applicant with the greatest seniority in the position shall be granted the position.
2. Internal Candidates. If no internal candidates apply or are not equally or better qualified to fill the position(s), nothing in the Agreement shall prohibit the Board from employing persons from outside the bargaining unit.

**C. TRIAL PERIODS**

An internal applicant selected for the position shall be given a trial period of sixty (60) working days to determine the employee's desire to remain in the position or the Board's desire to have the employee continue the assignment. If the experience is not satisfactory to either party, the employee shall be returned to his/her original position or to a similar position where the employee is capable of acceptable performance.

**D. CONSOLIDATION OR ELIMINATION OF POSITIONS**

At the discretion of the Board, unit position(s) may be consolidated and/or eliminated. Nothing in this Agreement shall require the Board to fill any vacant position(s).

**E. NOTIFICATION**

**Candidate Selection:** When bargaining unit member is not selected for a position, the individual shall be informed in writing. This shall be done as soon as possible after the selection of a candidate to fill the position.

**F. POSITION REINSTATED**

When a position is eliminated and reinstated within three (3) years, the employee transferred out of that position shall be offered the job before it is posted.

**G. INVOLUNTARY TRANSFERS**

Involuntary transfers shall occur by transferring the employee(s) with the least amount of "position" seniority within the position from which the employee(s) is transferred.

**H. SPECIAL EDUCATION TEACHER ASSISTANT**

All special education teacher assistant positions will be posted and filled as outlined above with the following exceptions:

1. Each special education teacher assistant will be given a class list of those students they are assigned to each year. As those assignment lists change during the year, the special education teacher assistant will be informed.
2. When a teacher assistant is tied to one student, which will be listed with the job posting. The teacher assistant will remain with that student until they are determined to no longer need the services of a one-on-one teacher assistant. That will then place that employee in a layoff situation.

## **ARTICLE VIII – COMPENSATION**

### **A. WAGES**

The hourly wages of each employee employed in any position(s) listed in Article I (Recognition) are set forth in the schedules listed in Appendix A, which is attached to and incorporated in this Agreement. Such hourly wages shall remain in effect during the duration of this Agreement.

### **B. STEP AND WAGE PROGRESSION**

Employees with dates of hire prior to December 1<sup>st</sup> or the contract year, shall move to the next step of the appropriate wage scale as of July 1<sup>st</sup>. Anyone with a date of hire after November 30<sup>th</sup> of the contract year will remain on the step at which the employee was hired for the next contract year.

### **C. PREMIUM RATES**

Each employee reporting for a regular work shift scheduled to begin after 12:00 noon but prior to 12:00 midnight, shall receive twenty (20) cents per hour over his/her regular hourly rate for each hour worked.

Each employee assigned to work a regular work shift which includes an unpaid break of more than one (1) hour but less than three (3) hours, shall receive ten (10) cents per hour over his/her regular hourly rate for each hour worked.

Each employee assigned to work a regular work shift which includes an unpaid break of three (3) hours or more, shall receive twenty (20) cents per hour over his/her regular hourly rate for each hour worked.

The Head Cook of the Food Service Department shall receive one dollar and fifty cents (1.50) per hour over his/her regular hourly rate for each hour worked. The Head Server shall receive fifty (50) cents over his/her regular hourly rate for each hour worked. Annual professional dues to the American School Food Service Association and the Michigan School Food Service Association will be paid for the Head Cook by the Food Service Department of the District. Personnel placed in these positions will be determined by the Food Service Supervisor based on training and ability to perform in this capacity.

### **D. TEMPORARY ASSIGNMENT**

Each employee required by the Administration to temporarily assume the duties of a higher paid position for a period in excess of eight (8) consecutive hours shall be paid the higher rate for each hour worked in excess of the initial eight (8) hours. Each employee required by the administration to temporarily assume the duties of a lower paid position or to work additional hours in an equally paid position, shall receive his/her regular rate during such assignment. An employee who fills in for another bargaining unit member will, at minimum, be paid his/her own hourly rate.

**E. OUTDOOR ASSIGNMENT**

Teacher Assistants having an outdoor job assignment in the excess of one (1) hour per day, shall be provided a \$50.00 stipend upon completion of a half year of employment. This stipend will be issued at the end of each semester of service, and compensation will be prorated based upon length of service.

**F. POSITION CHANGE**

A bargaining unit member who accepts a position change within the bargaining unit shall move horizontally to the same step in the new position.

**G. POSITION PAY**

Each employee regularly assigned in two (2) or more positions shall be paid according to the hourly wage schedule of, and in proportion to, the time worked in each position.

**H. NEW POSITIONS**

During the duration of this Agreement, the Board may establish new position(s). For each new position, the Board will negotiate with the Association, the hourly wage schedule for such position(s) provided the new position(s) responsibilities, skills required and duties are similar or like in function to any position(s) listed in Article I (Recognition). Whenever possible, the Administration will attempt to fill these positions with bargaining unit members who are interested and qualified to fill the positions.

**I. CREDIT**

Each new employee may be given up to three (3) years maximum credit on the wage schedule for comparable (to the position assigned) experience outside the Board. No other benefits shall apply.

**J. SEVERENCE**

Each employee who retires or decides to terminate employment after twelve (12) or more years of employment with the Sparta Area Schools shall receive terminal pay of four dollars (\$4.00) per hour for all of his/her unused sick leave days.

**K. IN SERVICE**

In-service meeting will be paid at the rate of \$50.00 for a full day and \$25.00 for a half day of training sponsored by the district or K.I.S.D. and approved by the employee's supervisor as employee related. Any employees not attending will not be compensated. When in-service is held during regular school day or attendance is required, employees will be compensated at their regular rate of pay.

**ARTICLE IX – LEAVE WITH PAY**

**A. SICK LEAVE**

Each employee in the bargaining unit shall earn the number of hours equal to his/her normal working hours in a normal work day, per month of employment. Such hours shall accumulate without limit and shall be referred to hereafter as "sick leave bank."



1. Sick and personal days for the school calendar year will be front-loaded into each of the separate sick and personal day banks, at a rate as outlined in the contract for each position. For new employees, days will be loaded after the probationary period ends.
2. If the employee leaves prior to the end of the year, the per diem amount will be taken out of the last paycheck, or said employee will need to reimburse the District for the days used and not earned.
3. If someone's hours increase or decrease due to a change in position during the middle of a month, the higher accrual will be calculated for that full month. The accruals will be adjusted up or down for the remaining months for that school year. If the hours have been reduced and time has already been used, a reduction will be made in the following year if said employee still works for the District.
4. At the end of the school year, personal days not used will be rolled into the sick bank for the next school year.

**B. USAGE**

The hours earned, as outlined above, may be used for the following reasons:

1. Absence due to the employee's physical health or mental disability.
2. Absence caused by injury on the job which is not covered by Worker's Compensation. NOTE: Wages received from Worker's Compensation plus leave shall not exceed the employee's regular earnings.
3. Absence caused by the physical health or mental disability of a spouse, child, mother, father or any other dependent residing in the same residence as the employee.
4. Absence caused by the death of an immediate \*family member. Such leave shall not exceed five (5) consecutive work days immediately following the death. The first three (3) days of absence shall not be charged to the employee's sick leave bank.

\*Immediate family members are a spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchild or any other member of the family who clearly have the same relationship as these as determined by the Superintendent. Immediate family members also include any dependent living in the same residence as the employee.

5. Absence caused by death of a friend or relative for the purpose of attending the funeral, which shall not exceed one (1) work day.
6. The Board may grant to an employee, without the request from said employee, sick leave because of physical or mental disability. The Board may request that said employee undergo a physical and/or mental examination, at Board expense, when there is administrative concern over the physical or mental wellbeing of said employee. Upon such request, the employee shall comply and be available for the examination.
7. Each hour used shall be deducted from the employee's accumulated sick leave bank. In the event the employee's leave bank is without any accumulated hours, the leave used shall be without pay; however, seniority will continue for one (1) year.

**C. PERSONAL LEAVE**

Employees that do not accumulate vacation time (i.e. food service workers, ELL bilingual aides, teacher assistants, and secretaries not receiving vacation time) shall be allowed three (3) personal days. These days are not to precede or follow holiday time. In the event of an emergency, which can be documented and for which leave request forms are submitted to the Superintendent, the Superintendent may waive the above extension stipulation and allow the use of the personal day(s).

Employees that accumulate vacation time (i.e. secretaries and maintenance) shall be entitled to two (2) personal days. These days are not to precede or follow holiday time. In the event of an emergency, which can be documented and for which leave request forms are submitted to the Superintendent, the Superintendent may waive the above extension stipulation and allow the use of the personal day(s).

**D. COURT APPEARANCE**

In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, provided, he/she present the court order, subpoena or summons to the Board as far in advance of the absence as possible. The employee shall be at work at all reasonable hours when he/she is not serving as a juror. The pay such employee shall be entitled to for such leave shall be his/her normal wage for the time necessarily lost from his/her normal work day less any amount received for such jury duty except expenses received from jury duty.

Any bargaining unit member who is subpoenaed to testify on behalf of the Board during work hours in a work related matter shall suffer no loss of compensation due to his/her required absence from regular duties of employment for the time required.

**E. OTHER**

The board may grant leave with pay for other purposes.

**ARTICLE X – LEAVES WITHOUT PAY**

**A. APPROVAL OR DISAPPROVAL**

1. Each employee may, at the discretion of the Board, be granted leave of absence without pay.
2. Request for leave without pay shall be in writing and shall be signed by the employee making the request. The leave request shall be given to the immediate supervisor. Such request shall state the reason(s) for the leave and the date to begin and end the leave. Approval or disapproval shall be given to the employee, in writing, by the Superintendent or his/her designee.
3. No benefits will accrue or be provided to an employee while on such leave except as otherwise stated herein. Upon return from such leave, the employee's unused leave bank, seniority and salary step, which had been accumulated or earned at the time the leave commenced, will be restored to the employee.
4. Absence without written approval may be cause for disciplinary action.

5. Prior to a layoff, the Board agrees to request unpaid leaves of absence.

**B. CHILD CARE**

The Board shall grant a leave without pay and benefits for “child care” to any employee not to exceed one (1) year under the following conditions:

1. The employee was not granted a leave under Section A above.
2. The child to be cared for is a legal dependent of the employee who is requesting such leave.
3. The employee shall submit such request, in writing, to the Superintendent as soon as the employee is knowledgeable of the need for the leave. The request shall indicate the beginning and ending of the leave.
4. Any employee on such leave shall not be employed elsewhere during the period covered by the leave. If so employed, the leave is void, and therefore canceled.

**C. MILITARY SERVICE LEAVE**

Military unpaid leaves of absence shall be granted in accordance with applicable laws. Reinstatement rights shall also be granted in accordance with applicable laws.

**D. EXTENDED ILLNESS**

The Board shall grant a leave without pay and benefits (except insurance, see Article XL, Insurance) for a period up to twelve (12) months following the usage of the employee’s last sick leave day. The request shall be made in writing and signed by the employee. The request shall be given to the immediate supervisor and shall include the reason(s) for the leave, medical verification and the date to begin and end the leave. A formal notification of the leave shall be given to the employee by the Superintendent or designee. Leave beyond twelve (12) months may be granted under Section A of this Article.

**E. FAMILY ILLNESS LEAVE**

Unpaid leaves of absence may be granted for up to one (1) year for a serious illness in the employee’s immediate family, which includes a spouse, child, step-child, parent or any other person residing in the employee’s household requiring the care and attendance of the employee. The required care must be such as would be prescribed by a physician or required for incompetence or incapacitation of the relative requiring care. In granting said leave, the Board may require verification of the illness of the family member.

**F. RETURN FROM LEAVE OF ABSENCE**

During an authorized unpaid leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of the intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation. Upon expiration of the leave, the employee will be returned to his/her position if inexistence or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this Agreement.

## **ARTICLE XI – INSURANCE**

1. Employees working thirty (30) or more hours will be granted Plan A. The district will pay the state legislative cap amount toward the cost of medical insurance for single, two person, and full family. The employee will have a 10% co-pay of the health plan premium.
2. Employees working 20-29.99 hours per week will be provided Plan B at no cost to the employee.
3. Employees working thirty (30) or more hours per week: If hours are reduced below thirty (30) hours, the District will pay for the cost of single subscriber benefits. The employee has the option to increase policy to double or full family and would be responsible for any cost increase. This language will sunset at the start of the next settled contract.
4. Employees who qualify for health insurance according to Article XI, Section 1., but select Plan B instead will receive \$750.00 annuity per year. Employees who were receiving the \$750.00 annuity on June 30, 2016 and did not qualify for health insurance per Article XI, Section 1., will continue to receive the annuity.
5. An employee who qualifies for Plan A, but does not accept Plan A or Plan B, will receive \$1,080.00 paid over 20 pay periods.

### **Plan A**

Medical Insurance	
Dental Plan	60/60/60 Co-pay, \$2,000.00 Class I, II and III Max two (2) cleanings per year
Negotiated Life	\$10,000.00 AD&D
Vision	The Board will provide a self-funded vision care of like coverage to previous plan limits.
Hearing Aid Rider	
LTD	66-2/3 – 90 day wait, \$2,000.00 per month max, modified

### **Plan B**

Dental Plan	75/75/60/60 co-pay \$1,000.00 on Class I, II and III benefits, max two (2) cleanings per year and IV.
Negotiated Life	\$10,000.00 AD&D
LTD	66-2/3 – 90 day wait, \$2,000.00 per month max, modified fill
Vision	The Board will provide a self-funded vision care of like coverage to previous plan limits.

#### **A. ENROLLMENT/CONTRIBUTIONS**

Employer contributions shall begin, in the case of new enrollees, the first month following the time the employee begins his/her duties provided; however, the employee has submitted the necessary application forms and documents. Coverage will terminate on the effective date of

resignation or other termination of employment or on June 30<sup>th</sup> of the school year in which the employment terminated, whichever comes first.

**B. CHANGES**

Changes and/or additions to the insurance plan can only be made during open enrollment, however, when a change in marital, family or job status necessitates a change. Any change in insurance provider must be by mutual consent.

**C. TERM LIFE**

The Board agrees to pay the full premium for Term Life Insurance (carrier determined by bids) in the amount of \$10,000.00 for each employee.

**D. LIABILITY INSURANCE**

Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000.00. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any riders thereto.

**E. EXHAUSTED SICK LEAVE**

The Board shall continue to pay the insurance premium for three (3) months after the employee has used all of his/her leave provided the employee has applied for leave pursuant to Article X (Leaves Without Pay).

**F. UNEMPLOYMENT COMPENSATION INSURANCE**

School year employees shall not be eligible to collect unemployment benefits during the summer unless they have been laid off as per Article VI (Layoff and Recall) or the current unemployment compensation regulations and/or laws are rescinded or amended by action of the legislature. If an employee is laid off and collects unemployment over the summer but is recalled prior to the start of the school year, the employee is responsible for paying back the District the collected unemployment benefits.

**ARTICLE XII – HOLIDAYS**

**A. HOLIDAYS**

The Board agrees to pay employees holiday pay based upon the number of hours regularly scheduled for the employee as outlined in Article V (Working Conditions).

1. Secretaries. Paid holidays for secretarial employees shall be subject to the school calendar. Generally, paid holidays shall be:
  - 4<sup>th</sup> of July (12 month employees)
  - Labor Day
  - Thanksgiving (two days)
  - Christmas (two days)
  - New Year's (two days)
  - \*Good Friday
  - Memorial Day
2. Maintenance. Paid holidays for these employees shall be:
  - 4<sup>th</sup> of July
  - Labor Day
  - Thanksgiving (two days)
  - Christmas (four days)
  - Good Friday - .5 day work; full pay
  - Memorial Day

\*\*Two (2) floating holidays (request must be made through the Maintenance Supervisor)  
 \*\*Not applicable to anyone hired on and after September 10, 2009

3. Teacher Assistants, ELL Bilingual Aides and Food Service Workers. Paid holidays for these employees shall be:
  - 4<sup>th</sup> of July (12 month employees)
  - Labor Day (Designated food service required to begin work year prior to Labor Day)
  - Thanksgiving (two days)
  - Christmas Day
  - New Year's Day
  - \*Good Friday
  - Memorial Day

\*If Good Friday is a scheduled student day, an alternate day will be determined.

**B. HOLIDAY PAY REQUIREMENTS**

The above provisions apply only to employees who have completed ninety (90) days of continuous service to the employer. In addition, the employee must complete his/her last scheduled work day prior to the holiday and commence work at the scheduled time on his/her next scheduled work day after the holiday. If the employee is absent due to illness, the Superintendent or designee may require medical verification from the employee to qualify the employee for the holiday. If the employee has an approved day off, the day prior to or following the holiday, he/she shall be eligible for and receive holiday pay or benefits.

**ARTICLE XIII – VACATION TIME**

**A. SECRETARIAL AND MAINTENANCE**

1. Eligibility.  
 Twelve (12) month employees are considered full time and are eligible for vacation. Less than full time employees who work at least 20 hours per week are eligible for vacation as outlined in the chart below.
2. Accrual.  
 Each employee eligible for vacation time shall, as of the first of July of each year, be entitled to receive a vacation as accrued and vacation pay based upon his/her length of service, as follows:

\*All vacation time must be used within employees work year.

Length of Service	School Year Last student attendance day and first student attendance day	11 Month August 1 to June 30	12 Month July 1 to June 30
<b>1 Year</b>	0	3 days	5 days
<b>2-5 Years</b>	0	5 days	10 days
<b>6-9 Years</b>	0	7 days	10+ 1 day for every year over 5
<b>10-14 Years</b>	0	10 days	10-11 years=15 days 12-13 years=16 days

			14-15 years=17 days
<b>15-19 Years</b>	0	13 days	16-17 years=18 days 18-19 years=19 days
<b>20+ Years</b>	0	15 days	20 days

3. Day represents scheduled work hours for the individual employee.
4. Unused vacation time will be rolled over as sick time at the end of each school year.

**B. SECRETARIAL**

1. Designation of Vacation Time.  
Preferable, vacations will be taken between the week after school closes in June and one (1) week before the opening of school.
2. School Year Vacations.  
Vacations during the school year will be allowed for all eligible employees.
3. Limitation on School Year Vacations.  
If vacations are to be taken during the school year, there shall be a limit of one (1) secretary per week in each building allowed. Seniority will take precedence if two (2) or more employees, per position, in the building make application.

**C. MAINTENANCE**

1. Preferable, vacations will be taken in the summer (four [4] day week schedule) or any week during the school year when students have a full week off.
2. Vacations during the school year must adhere to the following procedures:
  - a. Application must be made to the Superintendent two (2) weeks prior to the commencement of the vacation.
  - b. A limit of one (1) employee, per position, per week in the district shall be allowed.
  - c. Seniority will take precedent if two (2) employees, per position, in the district make application on the same day.
  - d. Vacation requests shall be answered within two (2) weeks of the request.

**D. TEACHER ASSISTANTS, ELL BILINGUAL AIDES AND FOOD SERVICE WORKERS**

These employees will not be allowed vacation time or pay.

**E. USE OF VACATION UPON TERMINATION**

Each employee who retires or decides to terminate his/her employment with the District shall utilize his/her earned/accrued vacation time before leaving the District.

## **ARTICLE XIV – GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A “grievance” is a claim by one (1) or more employees, or the Association, stating that there has been an alleged improper application or violation of this Agreement.
2. An “aggrieved employee” is the employee (or employees), or the Association who is directly affected by the allegation and, therefore, will make the claim.



3. Association grievances will be for the purpose of protecting the integrity of this Agreement and not to advance any issue or concern against the will of an affected bargaining unit member. Association grievances will commence, in writing, at Level Two.
4. The Association President may file a class action grievance provided all employees within a given position (see Article I, Recognition) are equally and directly affected.

## **B. GRIEVANCE FORM**

The grievance form found in Appendix B shall be utilized in the processing of grievances. Copies can be obtained from the Association representatives in each building or the Building Supervisor. The school district shall furnish additional copies of the forms with the publication of successor agreements as needed.

## **C. PROCEDURE**

1. Since it is important that grievances be processed as rapidly as possible, the number of days (work days which mean Monday-Friday excluding holidays identified previously) indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, which shall be placed in writing by the requesting party between the Association President or designee and the Superintendent or designee.
2. Level One (Immediate Supervisor). An employee shall, within ten (10) working days of the occurrence of the event upon which the grievance is based, orally discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally. IF the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the aggrieved employee's immediate supervisor within ten (10) working days of the occurrence of the grievance. A written answer shall be given within three (3) working days following receipt of the written grievance.
3. Level Two (Assistant Superintendent). If the answer of the immediate supervisor is not satisfactory to the aggrieved, the aggrieved may present the grievance to the Assistant Superintendent not more than five (5) working days following the answer received in Level One. The decision of the Assistant Superintendent shall be given, in writing, within five (5) working days following receipt of the grievance.
4. Level Three (Superintendent). If the answer of the Assistant Superintendent is not satisfactory to the aggrieved, the aggrieved may present the grievance to the Superintendent not more than five (5) working days following the answer received in Level Two. The decision of the Superintendent shall be given, in writing, within five (5) working days following receipt of the grievance.
5. Level Four (Binding Arbitration). If the decision of the Superintendent is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association to the Superintendent within ten (10) working days after receipt of the Superintendent's decision. An impartial arbitrator shall be selected from a panel of five (5) qualified persons prepared by the American Arbitration Association in accordance with its procedures which shall likewise govern the arbitration hearing.
  - a. The power of the arbitrator shall be limited to:
    - i. The interpretation concerning the application of the expressed terms of this Agreement.
    - ii. He/She shall have no power to alter, add or to subtract from the terms of this Agreement as written.

- iii. The determination as to whether the Board has violated the expressed article(s) or section(s) of this Agreement, with it being understood that any matter not specifically set forth in this Agreement remains within the reserved rights of the Board.
- b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature, i.e., employment during the period of time for which back pay is claimed.
- c. The decision of the arbitrator shall be binding on all parties involved.
- d. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

## **ARTICLE XV – NO WORK STOPPAGE**

### **A. WORK STOPPAGE**

During the terms of this Agreement, the Association, the employee(s), nor any person acting in its behalf will cause, authorize, support, or take part in any work stoppage against the Sparta Area Schools. A work stoppage shall be defined as the concerted failure to report for duty, or willful absence of any employee from his/her employment position, or stoppage of work or abstinence is whole or in part from the full, faithful and proper performance of the employee's duties of employment.

### **B. ASSOCIATION VIOLATION**

Any violation of this Article by the Association shall mean that the Association may be held liable by court of competent jurisdiction for any and all damages and costs (including legal fees) suffered by the Board as a result of such violation.

### **C. EMPLOYEE VIOLATION**

Any violation of this Article by an employee shall be cause for disciplinary action against such employee. The degree of disciplinary action shall be at the discretion of the Board.

## **ARTICLE XVI – BOARD RIGHTS**

### **A. AUTHORITY**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.

### **B. MANAGEMENT**

Except as expressly abridged or modified by this Agreement or by Act 379 of Public Acts of 1965, the powers, rights, authorities, duties and responsibilities shall include, by way of illustration and not by way of limitation, 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. Continue its rights, policies and practices of assignment and direction of work of all its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees;
4. Determine the service, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, and the means, methods, the automation therefore or changes therein, the instruction of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees, including physical conditions, testing and training of employees;
7. Determine the number and location of the Board's facilities, including the establishment or relocation 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 source of materials and supplies;
9. Determine the financial policies including all accounting procedures and all matters pertaining to public relations;
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement; and
11. Determine and re-determine job descriptions.

**C. CONFLICTS**

The Board shall not abridge or act in conflict to the specific provisions of this Agreement or violate the rights of any employee specifically provided for in this Agreement.

## **ARTICLE XVII – MISCELLANEOUS PROVISIONS**

**A. AGREEMENT**

The provisions of this Agreement shall supersede the rules, regulations or practices of the Board, providing the content of such rules, regulations or practices are contrary to the provisions of this Agreement.

**B. 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 provisions or application shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XVIII – AGREEMENT AND DURATION**

### **A. AGREEMENT**

Both the Board and the Association have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make proposals with regard to all bargaining subjects. Agreement has been reached between the Board and the Association, including formal ratification by the Association and official approval by the Board of the terms herein.

### **B. AGREEMENT COPIES**

The Board will provide each employee with an electronic copy of this Agreement and will provide each new employee with an electronic copy within one (1) week of their employment. The Board will provide the Association President with ten (10) copies.

### **C. DURATION OF THE AGREEMENT**

This Agreement shall be effective upon ratification by both parties and shall expire on June 30, 2019.

### **D. MUTUAL CONSENT**

Nothing in the Agreement shall require either the Board or the 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 of Education and the Association, in writing, and signed by representatives of the Board and the Association.

## ARTICLE XIX – SIGNATURES

**Signatures:** In witness thereof, the parties have caused this Agreement to be executed on their mutual behalf through their duty authorized representatives, in signatures hereafter given.

For SESPA (NEA – MEA – KCEA)

For Sparta Area Schools

\_\_\_\_\_  
SESPA President

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
SESPA Vice President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
MEA Representative

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

## APPENDIX A: WAGES & RETIREMENT

### A. WAGES

Longevity pay shall be accorded to the employees effective on the employee's anniversary date.

Members of the bargaining unit required to utilize their own vehicles for conducting school related job responsibilities will be reimbursed mileage according to the SEA contract (see SEA provision 7.4) or no less than \$.40 cents per mile, whichever is greater.

### B. Salary and Formula Agreement for this Agreement

1. .5% on the base, steps for the 2016-17 school year.  
If the audited fund balance for the 2016-17 fiscal year is greater than 10% of the same years' expenditures, then the district will disburse 10% of all monies above the 10% fund balance. All SESPA members will receive an off-schedule stipend payment, divided equally per FTE, before the end of December 2017.
2. Salary and Benefits Opener for the 2017-18 School Year  
If the audited fund balance for the 2017-18 fiscal year is greater than 12% of the same years' expenditures, then the district will disburse 10% of all monies above the 12% fund balance. All SESPA members will receive an off-schedule stipend payment, divided equally per FTE, before the end of December 2018.
3. Wage and Benefits Opener for the 2018-19 school year.  
If the audited fund balance for the 2018-19 fiscal year is greater than 13% of the same years' expenditures, then the district will disburse 10% of all monies above the 13% fund balance. All SESPA members will receive an off-schedule stipend payment, divided equally per FTE, before the end of December 2019.

1	TEACHER ASSISTANTS	2016-17	2017-18	2018-19
	1	\$ 10.95	\$ 11.06	\$ 11.17
	2	\$ 11.96	\$ 12.08	\$ 12.20
	3	\$ 11.96	\$ 12.75	\$ 12.87
	4	\$ 13.28	\$ 13.41	\$ 13.55
	5	\$ 13.28	\$ 13.98	\$ 14.12
	5+	\$ 14.40	\$ 14.54	\$ 14.69
0.32	Start of Year 10 through Year 19 - Includes Longevity	\$ 14.72	\$ 14.86	\$ 15.01
0.15	State of Year 20 or more - Includes Longevity	\$ 14.87	\$ 15.01	\$ 15.16
2	SPECIAL EDUCATION ASSISTANTS	2016-17	2017-18	2018-19
	1	\$ 11.80	\$ 11.92	\$ 12.04
	2	\$ 12.85	\$ 12.73	\$ 12.85
	3	\$ 12.85	\$ 13.53	\$ 13.67
	4	\$ 14.14	\$ 14.28	\$ 14.42
	5	\$ 14.15	\$ 14.81	\$ 14.95
	5+	\$ 15.27	\$ 15.42	\$ 15.58
0.32	Start of Year 10 through Year 19 - Includes Longevity	\$ 15.59	\$ 15.74	\$ 15.90
0.15	State of Year 20 or more - Includes Longevity	\$ 15.74	\$ 15.89	\$ 16.05

<b>3</b>		<b>ELL BILINGUAL AIDES</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
		1	\$ 11.37	\$ 11.48	\$ 11.60
		2	\$ 12.38	\$ 12.27	\$ 12.39
		3	\$ 12.38	\$ 13.03	\$ 13.16
		4	\$ 13.66	\$ 13.80	\$ 13.93
		5	\$ 13.66	\$ 14.35	\$ 14.50
		5+	\$ 14.75	\$ 14.90	\$ 15.05
	0.32	Start of Year 10 through Year 19 - Includes Longevity	\$ 15.07	\$ 15.22	\$ 15.37
	0.15	State of Year 20 or more - Includes Longevity	\$ 15.22	\$ 15.37	\$ 15.52
<b>4</b>		<b>SECRETARIES</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
		1	\$ 12.42	\$ 12.54	\$ 12.67
		2	\$ 13.83	\$ 13.67	\$ 13.80
		3	\$ 13.83	\$ 14.69	\$ 14.83
		4	\$ 15.65	\$ 15.81	\$ 15.96
		5	\$ 15.65	\$ 16.53	\$ 16.70
		5+	\$ 17.09	\$ 17.26	\$ 17.43
	0.32	Start of Year 10 through Year 19 - Includes Longevity	\$ 17.41	\$ 17.58	\$ 17.75
	0.15	State of Year 20 or more - Includes Longevity	\$ 17.56	\$ 17.73	\$ 17.90
				\$ -	
<b>5</b>		<b>MAINTENANCE</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
		LEVEL I	\$ 19.33	\$ 19.52	\$ 19.71
			\$ 20.44	\$ 20.65	\$ 20.85
	0.32	Start of Year 10 through Year 19 - Includes Longevity	\$ 20.76	\$ 20.97	\$ 21.17
	0.15	State of Year 20 or more - Includes Longevity	\$ 20.91	\$ 21.12	\$ 21.32
		LEVEL II (SKILLED TRADE)			
<b>6</b>		<b>FOOD SERVICE</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
		1	\$ 11.40	\$ 11.51	\$ 11.63
		2	\$ 11.97	\$ 11.92	\$ 12.04
		3	\$ 11.97	\$ 12.32	\$ 12.45
		4	\$ 12.58	\$ 12.71	\$ 12.83
		5	\$ 12.58	\$ 12.95	\$ 13.08
		5+	\$ 13.05	\$ 13.18	\$ 13.31
	0.32	Start of Year 10 through Year 19 - Includes Longevity	\$ 13.37	\$ 13.50	\$ 13.63
	0.15	State of Year 20 or more - Includes Longevity	\$ 13.52	\$ 13.65	\$ 13.78

## APPENDIX B – GRIEVANCE REPORT FORM

### GRIEVANCE REPORT FORM

Sparta Area Schools  
Grievance # \_\_\_\_\_ Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Employee

### GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
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**LEVEL ONE – Immediate Supervisor**

Date cause of grievance discovered: \_\_\_\_\_

1. Statement of Grievance (article/section violated): \_\_\_\_\_

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2. Relief sought: \_\_\_\_\_

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Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Supervisor: \_\_\_\_\_

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Signature \_\_\_\_\_

Date \_\_\_\_\_



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

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

**LEVEL TWO – Assistant Superintendent**

Date received by Assistant Superintendent: \_\_\_\_\_

If additional space is needed in reporting Sections B1 and 2 – attach sheet Disposition of Assistant Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**LEVEL THREE – Superintendent**

Date submitted to Superintendent: \_\_\_\_\_

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

**LEVEL FOUR – Arbitration**

Date submitted to Arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Arbitrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C – HEALTH CARE PROCEDURE AUTHORIZATION FOR STUDENTS WITH SPECIAL HEALTH CARE NEEDS**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Note to physician:  
Should you have any questions regarding this request, please contact (teacher) at \_\_\_\_\_ or the Director of Special Education, \_\_\_\_\_ at \_\_\_\_\_

A. Verification of Medical or Health Status:

1. Attach pertinent reports or records (see signed Release of Information).
2. Identify any medical or health concerns that are not addressed in 1. above.

B. Procedures/Interventions:

1. List health care procedures/interventions required and their frequency.
2. Identify any additional restrictions or modifications in school activities or health care that would be necessary for the student to participate in the school.
3. Identify additional special equipment, aids, restraints or mobility assistance needed for the student to safely participate in school.
4. Identify training required for staff to provide the supervision or interventions addressed in B. 1.

Signature of Physician \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Gaudian \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX D – TEACHER ASSISTANT POSITION INFORMATION

### TEACHER ASSISTANT POSITION INFORMATION

Name (Last, First): \_\_\_\_\_

Position (Reg Ed/Sp Ed/Title 1): \_\_\_\_\_

Place (Building and work area): \_\_\_\_\_

Teacher (Classroom teacher/Grade level): \_\_\_\_\_

Hours (with starting and end times): \_\_\_\_\_

Outside Duty (amount of daily time worked outside): \_\_\_\_\_

Job Summary (Give a brief summary of the main duties assigned to you in this position):

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## APPENDIX D-1 – TEACHER ASSISTANT SENIORITY/JOB SUMMARY

### TEACHER ASSISTANT SENIORITY/JOB SUMMARY

#### EXAMPLE

NAME	POSITION	PLACE	TEACHER	HOURS	OUTSIDE DUTY
Staff 1	Regular Ed	RV Library	All	8:40-3:40 (6.5)	20 Minutes
Job summary: AM bus duty, catalog/maintain books, bulletin boards, inventory, assist Media clerk.					
Staff 2	Sp. Ed.	RV Safe Room	All	8:40-4:00 (6.5)	1 1/3 Hours
Job summary: AM recess, Safe Room, attendance/lunch count, assist copy room/library.					
Staff 3	Title 1	RV Classroom	4 <sup>th</sup> Grade	9:00-3:30 (6.0)	30 Minutes
Job Summary: lunchroom/noon recess, 1-on-1 (or group) with Title 1 students, assist classroom teacher with individual student needs, research/create lesson plans, correspond with parents.					

## APPENDIX D-2 – OUTLINE FOR TEACHER ASSISTANT END OF THE YEAR BUMPING PROCESS

### OUTLINE FOR TEACHER ASSISTANT END OF THE YEAR BUMPING PROCESS

The following presents an outline for the teacher assistant end of year layoff bumping process:

1. Review the current seniority list, job descriptions and the list of openings, eliminations and reductions.
2. Complete selection sheet provided by Administration.
  - Choose 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choice if bumped.
  - List phone numbers where you can be reached during the day.
  - Enclose in the envelope provided by Administration.
3. Place your position number on the front of the envelope.

NOTE: If you do not want to be contacted unless bumped, please write “DO NOT CONTACT” on the front of the envelope.

4. Seal the envelope and return to Teacher Assistant Classification Representative.

NOTE: If you are not bumped, but would like to apply for any of the openings, you must deliver a letter of interest to the Superintendent’s office by given deadline.

Once the paperwork is collected and reviewed, a specified date will be set and communicated for the bumping process. Present at this process will be two (2) SESPA Executive Board members the Teacher Assistant’s Classification Representative from Administration.

## **APPENDIX E – Family Medical Leave Act of 1993 Fact Sheet**

U.S. Department of Labor

Program Highlights

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Fact Sheet No. ESA 93-24

### **THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993.

The new law is effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) is in effect on that date, the Act becomes effective on the expiration date of the CBA or February 5, 1994, whichever is earlier.

The U.S. Department of Labor's employment Standards Administration, Wage and Hour Division, administers and enforces FMLA for all private, state and local government employees, and some federal employees.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave; maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave. The law also requires employers to keep certain records.

#### **Employer Coverage**

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools) and,
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce - including joint employers and successors of covered employers.

#### **Employee Eligibility**

To be eligible for FMLA benefits, an employee must:

- Work for a covered employer;
  - Have worked for employer for a total of at least 12 months;
  - Have worked at least 1,250 hours over the previous 12 months; and,
- Work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

### **Leave Entitlement**

A covered employer must grant an eligible employee to a total of 12 work weeks of unpaid leave during any 12 months period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child or parent) with a serious health condition; or to take a medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for the birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily week schedule.

- If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
  - any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.
- "Health care provider" means:
- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
  - podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice, and performing in within the scope of their practice, under state law; or,
  - nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or,
  - Christian Science practitioners listed with the First Church of Christ, Scientist of Boston, Massachusetts.

## **Maintenance of Health Benefits**

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

## **Job Restoration**

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employer of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
  - notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
  - offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and,
  - make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.
- A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work sites.

## **Notice and Certification**

Employees seeking to use the FMLA leave may be required to provide:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions and periodic recertification (at the employer's expense); and periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA on what is required of



the employee and what might happen in circumstances, such as if the employee fails to return to work after FMLA leave.

### **Unlawful Acts**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to FMLA.

### **Enforcement**

FMLA is enforced, including investigation of complaints, by the U.S. Department's Employment Standards Administration, Wage and Hour Division. If violations cannot be satisfactorily resolved, the Department may begin action in court to compel compliance. An eligible employee may also bring a private civil action against an employer for violations.

### **Other Provisions**

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave.

This special exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more general leave rights.

### **Further Information**

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

**U.S. Government Printing Office: 1-866-512-1800**