

**AGREEMENT BETWEEN**

**CAPAC COMMUNITY SCHOOLS BOARD OF  
EDUCATION**

**AND**

**CAPAC SCHOOL SERVICE ASSOCIATION**

**FOR SCHOOL YEARS  
2005-06, 2006-07, 2007-08**

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AND  
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FOR SCHOOL YEARS  
2005-06, 2006-07, 2007-2008**

This agreement was entered into this 16th day of February, 2006, by and between the Board of Education of the Capac Community School District (Board) and the Capac School Service Association MEA/NEA (Union or Association) and is effective through August 31, 2008.

**ARTICLE I  
RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public acts of 1965, as amended, the Capac Board of education hereby recognizes the Capac School Service Association, MEA/NEA as the sole and exclusive representative for the purpose of collective bargaining in respect to rate of pay, hours of employment, and/or other conditions of employment for the term of this agreement of all employees included in the following classifications: secretaries, cooks, aides, paraprofessionals, media technicians, and all custodial/maintenance employees.

**ARTICLE II  
AGENCY SHOP**

- A. In accordance with the terms of this article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.
- B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the association as determined in accordance with the MEA policy and procedures and applicable court decisions. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-payment of dues or service fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.
- E. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to Paragraph D the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.
- F. Save Harmless Clause. In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The employer gives timely notice of such action to the Association and permits the Association intervention as a part if it so desires, and
  - 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the employer's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

**ARTICLE III  
RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- A. Pursuant to Act 379 of the Public acts of 1965, the Board hereby agrees that every employee of the Board covered in Article I shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board.
- B. The Association shall be allowed the use of school buildings for meetings without cost to the Association. The Association will submit their request through a building request form following established board policy.
- C. The Association shall be allowed the use of inter-school mails for the circulation of publications and releases. However, the Association is responsible for any postage payment obligation.
- D. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, discriminatory and without regard to race, creed, religion, color, national origin, sex, or marital status.
- E. The Board agrees to furnish the Association in response to reasonable requests available information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association.
- F. The Association, upon application and approval by the superintendent, shall be granted up to five (5) days per year release time for handling Association business, without loss of salary or benefits to the authorized representative. The Association agrees to pay substitute costs incurred by the Board of Education.
- G. Each CSSA member will be given a complete job description. A complete file of all bargaining unit job descriptions will be given to the CSSA secretary and any additions, revision, or deletions in the job descriptions will be given to the secretary within two (2) weeks of said change.
- H. The Board agrees to paid release time for the negotiation team if their work schedule conflicts so as not to allow schedule of meetings during their off-duty time.

**ARTICLE IV  
MANAGEMENT RIGHTS**

- A. The Board, on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and invested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the course of their normal day.
  2. To hire all employees and subject of the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion.
  3. To determine work schedules for hours of employment and the duties, responsibilities, and assignments of employees with respect thereto and work assignments and terms and conditions of employment consistent with the terms of this master agreement.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practice and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited by this agreement's specific terms and then only to the extent its specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreement or practices are superseded by the terms of this agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to the agreement.

**ARTICLE V**  
**PROBATIONARY PERIOD**

Newly hired employees into this bargaining unit shall undergo a probationary period of ninety (90) calendar days. The employee shall obtain seniority status and his/her name shall be entered upon the seniority list as of the day of hire by the Board of Education. New employees shall be eligible for fringe benefits beginning the first of the month following thirty (30) work days of the probationary period. During the probationary period the Board shall have unlimited discretion regarding the employee's continuation of employment.

**ARTICLE VI  
WORKING CONDITIONS**

- A. The Board shall make available use of staff facilities (lunchroom, restroom, and lavatory) in each school for use by employees to the extent of existing facilities.
- B. Telephone facilities will continue to be made available to employees for work related use. Employees must record all long distance calls and submit to their supervisor.
- C. The district will pay for any uniforms or special clothing that it mandates employees of this unit to wear.
- D. Food Service Employees: Food service employees will be furnished with three (3) uniform shirts and one (1) apron, as part of their work attire, paid for by the Board of Education each year. The final decision as to which uniform shirts and aprons are purchased shall be approved by the Superintendent of Schools. Food service employees are required to wear the uniform shirt during work hours.
- E. The Board shall furnish upon request up to three (3) smocks per school year to paraprofessionals who are assigned to special needs students.
- F. All custodians must wear an acceptable work shoe while on duty. All custodians and maintenance personnel will receive \$50.00 per year for maintenance and replacement costs of shoes.
- G. Supervisors or non-unit personnel shall not be used at anytime to displace employees regularly employed in the bargaining unit, except in temporary emergencies (i.e. security issues, and/or unavailability of subs).

**ARTICLE VII**  
**ATTENDANCE AND PHYSICAL EXAMS**

- A. Employees are responsible for reporting their absence by calling an assigned number at least one (1) hour prior to the starting time of their assignment.
  
- B. Physical examinations, if required by the Board of Education or by law, shall be made at Board expense by a physician appointed by the Board. Personnel within the bargaining unit shall be required to have a tuberculin skin test as required by law. Such testing shall be completed, by the employee, through the services of the St. Clair County Health Department. However, if an individual unit employee receives such test from his/her physician, reimbursement shall not exceed the established maximum cost of similar services as determined by the St. Clair County Health Department.

**ARTICLE VIII**  
**PROBLEM SOLVING MEETING**

- A. Problem solving meetings shall be held between representatives of the Board and the Association when requested.
- B. The purpose of these meetings will be to review the administration of the agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. All meetings between the parties should be scheduled to take place as promptly as possible at a time when the employees involved are free from assigned responsibilities. The rescheduling will take place within ten (10) days of the request from the Association or the Board of Education.
- D. All requests for meetings will be made directly between the building principal or superintendent and the Association President. They will mutually develop the time, place, and agenda for such meeting.

**ARTICLE IX  
VACANCIES, TRANSFERS, & PROMOTIONS**

A. A vacancy shall be defined as a newly created position or a present position that is open as a result of a transfer, promotion, resignation, retirement, or termination. Management will determine if a position is to be filled or left vacant. A contested position may be filled on a temporary basis. School year positions which become vacant in the fourth quarter of the school year may be filled by a substitute for the remainder of the school year. All vacancies shall be posted throughout the school district within two (2) weeks after the position has been vacated. Once a posting is made, it is to be considered factual, and should any information in the posting be required to change, a new posting shall occur. All positions shall be posted for a duration of seven (7) work days and shall include the following information:

1. Title and Classification
2. Wage Schedule
3. Job Description (if available)
4. Hours and Length of Position
5. Minimum and Special Qualifications

The employer shall notify the union president of vacancies occurring during the summer months by U.S. mail. Positions shall be posted for a duration of two (2) weeks during summer months.

- B. Interested employees may apply in writing to the superintendent, or designee, within the posting period. Interviews shall be granted within ten (10) work days to applicants from the bargaining unit. Interviews shall cease upon selection of a candidate for the posted position. Notification shall be made to the selected applicant and to those not selected within five (5) working days after the effective close of the interview period.
- C. All new employees may be required to successfully pass skill tests as determined by the Board prior to assignment to a position. All employees shall possess the skills and qualifications necessary for a specific position as defined in the position posting and/or job description. Persons hired into the school system may be given credit for outside experience at the discretion of the superintendent.
- D. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply the vacancy shall then be filled with the most senior qualified applicant from other classifications unless the qualifications of less senior applicant are substantially superior. This shall not prohibit the district from filling vacancies from outside the district should no qualified applicant from within the district apply. In addition, this shall not prohibit the district from electing not to fill a vacancy.

**ARTICLE IX (CONTINUED)  
VACANCIES, TRANSFERS, & PROMOTIONS**

- E. Transfers, normally, shall be on a voluntary basis and shall be based on seniority. However, the Board and the Association recognize that there may be need for an involuntary transfer. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause. Reduction in force shall be considered just cause for involuntary transfers. The superintendent shall discuss the proposed transfer with the employee involved, and any objections by the employee shall be considered. The employee shall be given ten (10) work days notice of any involuntary transfer. Employees shall not be placed on a lower step on the wage scale due to transfer.
- F. The Employer shall give the promoted or transferred employee necessary instruction to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the thirty (30) day trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. One (1) lateral transfer per school year will be allowed.
- G. Promotions shall be defined as increasing an employee's classification and/or compensation within the bargaining unit. The Board encourages employees to apply for promotions. Promotions are based on seniority in the bargaining unit unless the qualifications of the less senior employee are substantially superior. An employee who is promoted shall retain all seniority rights and benefits, and shall not be required to repeat the probationary period.
- H. The Board shall have the sole responsibility of promoting employees to positions outside the bargaining unit as defined in the Recognition Article of this Agreement. Bargaining unit employees may apply for and shall be considered along with other applicants for excluded positions.
- I. Any employee involuntarily transferred due to a reduction in force from a bargaining unit position to an excluded position and later returned to a bargaining unit position shall retain such rights he/she may have had under this Agreement prior to such transfer if the employee's previous position or a substantially equivalent position is available. This includes bargaining unit seniority, but excludes time spent out of the bargaining unit. No non-bargaining unit employee shall be allowed to transfer to a bargaining unit position if bargaining unit members are on lay off status or if such transfers would result in the lay off of a bargaining unit member.
- J. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the first year non-probationary rate. An employee's pay rate or benefits shall not be reduced as the result of any temporary change in duties.
- K. Employees who voluntarily transfer to another classification shall be placed on Rem. 1<sup>st</sup> Year step of the

**ARTICLE IX (CONTINUED)**  
**VACANCIES, TRANSFERS, & PROMOTIONS**

new classification. Should the employee's current hourly rate exceed the Rem. 1<sup>st</sup> Year of the new classification, the employee shall remain at his/her current rate for the duration of the contract year.

**ARTICLE X  
SENIORITY**

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. (Accumulation of seniority shall begin on the date hired by the Board of Education. This change from first day worked to date hired by Board shall not affect employees hired prior to December 15, 1983, nor cause their seniority to be altered. In the event that more than one individual employee has the same hire date, position on the seniority list shall be determined by casting lots in the presence of the Association President and an administrative representative.
- B. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their date hired by the Board.
- C. All employees shall hold dual seniority dates. The first shall reflect his/her total seniority within the bargaining unit. The second shall reflect his/her seniority within his job classification. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments.
  - 1. Secretary
  - 2. Cook
  - 3. Aide
  - 4. Paraprofessional
  - 5. Custodial/Maintenance
  - 6. Media Technician
- D. Employees who accept district positions outside the bargaining unit shall not accumulate additional seniority in the CSSA bargaining unit but shall retain previously earned seniority as a member of the bargaining unit.
- E. Seniority shall commence on the date of hire by the Board in a position covered by this agreement. The employer shall prepare a seniority list which shall be attached hereto as Appendix A. The employer shall prepare a revised and updated seniority list annually. A copy of the seniority list and the revised updated list(s) shall be furnished to the Association.
- F. Termination of Seniority - An employee's seniority shall terminate upon the occurrence of any of the following:
  - 1. Voluntary resignation.
  - 2. Discharge for cause.
  - 3. Failure to report for work upon recall from layoff.
  - 4. Retirement.
- G. The Association Secretary/Treasurer shall be notified in writing of all new hires who are eligible for membership in the Association (noting name, date, level and step of employment).

**ARTICLE XI  
REDUCTION IN PERSONNEL**

- A. If it becomes necessary for a layoff, the following procedure will be mandatory in each classification:
1. Probationary employees will be laid off first.
  2. Employees will be laid off according to seniority. Those with lowest seniority will be laid off first.
  3. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Association shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. The Association will bear costs of reproducing materials.
  4. Reduction shall be by classification with no cross bumping. No bumping shall be permitted from one classification to another.
- B. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to bump a less senior employee within their classification.
- C. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the employer gives five (5) work days written notice of the affected employee(s).
- D. Laid-off employees shall have their classification's insurance benefits continued for one month. Laid-off employees may then continue their classification's insurance benefits (subject to the rules of the carrier) for a period of one (1) year more or longer if required under C.O.B.R.A. by paying one (1) month in advance the monthly per subscriber group rate premium for each month's coverage.
- E. Recall procedure - When working force is increased after a layoff, employees will be recalled in reverse order as that laid off. In no case shall a new employee be hired for a position while there are laid off employees qualified for that position.
- F. An employee on recall list may refuse to accept a position in a classification lower than the classification held at the time of reduction. However, refusal to accept a position within the same classification shall not be permitted and will cause no further obligation or responsibility of the Board to the employee or Association.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to

**ARTICLE XI (CONTINUED)**  
**REDUCTION IN PERSONNEL**

work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from date notice was mailed to report to work. The employer may fill the position on a temporary basis until the recalled employee can

report for work providing the employee reports within the ten (10) day period. If an employee fails to report to work within ten (10) days from the date of mailing notice of recall, she/he shall be considered quit.

**ARTICLE XII**  
**RESIGNATION AND RETIREMENT**

- A. All employees shall give a two (2) week written notice of resignation to the immediate supervisor, with a copy to the superintendent. Failure to comply with this requirement shall mean forfeiture of any and all benefits unless special permission is granted by the superintendent or his designee.
  
- B. When employees leave the District, it is expected that all keys will be turned in to their immediate supervisor. If the employee does not have keys in their possession, a lost key statement will be written and signed by the employee and the cost of replacing the lost keys will be deducted from the employee's final paycheck.

**ARTICLE XIII**  
**DISCIPLINE, DEMOTION, AND DISCHARGE**

- A. Employees will only be disciplined or discharged for just and reasonable cause and after due process. Progressive discipline will be followed unless the nature of the misconduct is such that more harsh discipline is warranted. Employees may be disciplined for violation of the terms of this agreement or reasonable employee work rules. Disciplinary action or measures shall be corrective in nature and consist of the following:
1. Issue an oral warning (informal)
  2. Issue a verbal reprimand
  3. Issue a written warning to be placed in personnel file
  4. Issue 1-3 days suspension with pay
  5. Issue 1-5 days suspension without pay
  6. If behavior is not corrected, more severe suspensions may occur or the employee may be recommended for termination
- B. An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility prior to the meeting.
- C. An employee will have the right to review the contents of personnel files of the district pertaining to said employee originating after initial employment and to have a representative of the union accompany him/her in such review. Obsolete materials in the personnel file may be presented to the Superintendent of Schools for consideration for removal. Letters of reprimand shall be removed from the personnel file four years after placement as long as there has been no reoccurrence of discipline for the same matter.
- D. No materials, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material and has been given a copy of said material. The employee may within ten (10) calendar days of receipt submit a written notation regarding the material and the same shall be attached to the file copy of the material in question.

**ARTICLE XIV**  
**PROTECTION OF EMPLOYEES**

- A. Any employee suffering a work related injury or a loss or damage to personal property should promptly report the same to his/her principal or supervisor in order to determine whether compensation is due under Workmen's Compensation or the school district's insurance policies.

An employee suffering a work related injury shall have Board paid insurance benefits continued at Board expense for the duration of the injury or two years from the date of injury, whichever is less.

- B. Complaints by a parent directed toward an employee shall be called to the employee's attention if permanent record is to be made of such complaint.
- C. The District will first seek volunteers from a building before requiring a special education parapro to administer shots/injections. If a special education parapro is required to administer shots/injections to students, the District will provide appropriate training and a witness will be provided for the shot/injection process. The District will further provide a plan of action for emergency situations, including the absence of the primary person responsible for shots/injections. A special education parapro who is required to administer shots/injections may appeal this requirement to the superintendent's designee. Written parental request for any service must be accompanied by a written statement from a physician as to the medical need for the service. Employees who are required to perform such services will receive an additional \$ .75 per hour.
- D. If any employee has a complaint against him/her lodged with the police department, or is sued as a result of action taken by the employee while in the performance of his/her regularly assigned duties and performing properly, lawfully and in accordance with Board policy and administration regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance provided by the insurance coverage be rendered. It is further understood that the Board shall provide liability coverage totaling not less than 1.5 million dollars for employees.
- E. Employees as adults shall exercise reasonable supervisory authority over the students.
- F. The Board shall immediately notify all employees whenever it makes a determination to evacuate a building when a bomb threat or other life threatening communication exists. No employee shall be required to perform any search other than a precursory visual assessment of his or her own immediate room, office, or environment.

**ARTICLE XV**  
**LABOR DISPUTES – WORK DAYS**

- A. In the event school is closed due to a labor dispute, the school district has the right to immediately lay off employees without compensation. To the full extent allowable by law, the district will not be required to pay time and a half, or double time for time worked in excess of forty hours, weekends, or holidays, to make up for days lost as a result of a labor dispute with the CSSA or any other group of employees. The CSSA recognizes the Board has a statutory duty to provide a minimum of days of student instruction and that it may be necessary to reschedule days lost due to labor disputes. It is further understood that the Board may elect to shorten the work year of CSSA members commensurate to student instruction days as a result of time or days lost due to a labor dispute.
  
- B. It if becomes necessary for the Board to shorten the work year, the following provisions will apply to CSSA members:
  - 1. There shall be no interruption of fringe benefits during the time of layoff.
  
  - 2. There shall be no other compensation during the time of layoff.
  
  - 3. CSSA members may choose to receive compensation during the layoff by surrendering an appropriate number of paid leave days. No member shall be required to surrender more than one paid leave day for each day's compensation. No member may surrender sick day leave or bereavement leave for compensation purposes. Compensation/leave day adjustment would be made following the completion of the rescheduled school year.
  
- C. The above provisions shall not and are not intended to affect any employee's rights to unemployment benefits or other rights under state or federal law.

**ARTICLE XVI  
GRIEVANCE PROCEDURE**

A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this agreement may be processed as a grievance as hereinafter provided. For the purpose of this article, all referred to days shall be school days.

- Step 1: Within ten (10) days of the occurrence, the employee shall discuss the problem with the building principal.
- Step 2: If an employee or the Association does not believe the problem has been resolved, within ten (10) days of the discussion with the principal the employee shall file a written grievance with the building principal or department supervisor and a written decision is required within ten (10) days.
- Step 3: Within ten (10) days, if the employee or the Association believes the decision incorrect or incomplete, the written grievance shall be transmitted to the superintendent or his designee. Within ten (10) school days, the superintendent or his designee shall meet with the employee or the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the aggrieved employee and the Association.
- Step 4: Within ten (10) days following the disposition of the superintendent, if the employee or the Association believes the decision to be incorrect or incomplete, the grievance may be submitted to the Board of Education. The Board or designated Board committee will review the grievance no later than the next regular meeting but not more than 31 days after submission of the grievance to the Board. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter.
- Step 5: The Association may, within thirty (30) working days after receipt of the written reply by the Board, request arbitration by written notice to the Employer. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Association within thirty (30) days after written notice has been given to the Employer. If the parties fail to agree as to the arbitrator, an arbitrator will be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract. Expenses shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party.

**ARTICLE XVI (CONTINUED)  
GRIEVANCE PROCEDURE**

Expedited Arbitration – Both parties to this Agreement may mutually agree to process a grievance at Step Five to expedite arbitration. The arbitration shall be conducted under the auspices of the American

Arbitration Association. The conduct of said hearing shall be controlled by its rules.

Neither party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not disclosed to the other side by Step Four.

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his/her written decision within (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

**ARTICLE XVII  
PAID LEAVES OF ABSENCE**

A. Personal Sick Leave: All employees absent from duty because of illness, injury, or whenever the employee is required during school hours to consult a doctor because of personal health shall be allowed full pay for a total of .5 day per bi-weekly period of employment to a maximum of twelve days per year.

Such leave will be computed for the ensuing year and each person will be credited with the total accumulation due that school year. New probationary employees shall be paid for only earned sick leave days. The unused portion of such earned allowance shall have unlimited accumulation.

NOTE: The language in the above portion of A. has been restored to the language of 1990-91 as agreed in bargaining of that year. Agree that any member who lost pay during the 1994/95 school year will be reimbursed sick days to be added to their accumulated sick leave. It is understood that no financial compensation will be paid by the Board for any retroactive sick days.

1. The above sick leave may be used for illness or injury in the immediate family or the employee or spouse. Immediate family shall be defined as father, father-in-law, mother, mother-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, niece/nephew, grandparents, grandchildren, dependent step relations or a dependent of the employee's household. Such leave shall be charged against the employee's personal sick leave.
2. An employee may use her accumulated sick leave for illness or disabilities caused by or related to pregnancy or childbirth.

B. Bereavement Leave: At the beginning of each school year, each employee shall be credited with six days to be used for deaths in the immediate family. Immediate family shall be defined as stated above in A. Upon request, the superintendent may approve an employee's use of two (2) funeral days (from the initial six) to be used for funerals other than immediate family. Under the unique special circumstances of more than one occurrence during any given school year, of deaths in the immediate family, or for the death of a friend, the superintendent of schools will allow use of sick days or personal leave days beyond the six regular bereavement days.

C. For both A and B above, under special circumstances, an individual may appeal to the superintendent for consideration of sick leave utilization.

D. PERSONAL BUSINESS LEAVE: A maximum of two (2) non-review days (non-cumulative) will be allowed annually without loss of pay. Forms for requesting a non-review leave day will be available in the school offices. Non-review leave days shall not be granted for the first or last day of the student school year nor on the first working day preceding or following a vacation or holiday period, unless it is approved by the Superintendent. Unused business days in any given year will become accumulated sick days effective beginning with the 1999-2000 contract.

**ARTICLE XVII (CONTINUED)**

## **PAID LEAVES OF ABSENCE**

- E. Upon recommendation of the superintendent, the Board may request an employee to submit to physical or mental examinations by appropriate specialists mutually chosen by Board and employee to determine whether involuntary sick leave is warranted.
- F. A leave of absence shall be granted for time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend providing the proceeding is not labor connected with any labor dispute.
- G. Jury Service: A leave of absence shall be granted an employee called for jury service. The Board will continue to compensate the employee at their current rate of pay for each day on which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The employee will reimburse the employer the amount of the jury duty pay less travel allowance and reimbursement of expenses paid by the court. Employees shall report for regular assignments when jury duty is one-half day or less.
- H. Absence from duty for reasons not covered in this agreement may be authorized by the superintendent.

**ARTICLE XVIII  
UNPAID LEAVES OF ABSENCE**

- A. Leaves of absence of reasonable periods up to one (1) year shall be granted for illness (physical or mental) that are documented by the employee's treating physician or for leaves for child care that begin within six (6) months of the birth or for adoption leaves that begin within thirty (30) days of the adoption.
- B. Leaves of absence of reasonable periods up to one (1) year may be granted for prolonged illness to immediate family in household, or any other cause deemed appropriate by the Board.
- C. The employee shall give written notice to the superintendent thirty (30) days prior to the end of the granted leave of either his/her intention of returning or request an extension of the leave. The extension within the one (1) year period may be granted upon recommendation of the superintendent and approval by the Board.
- D. Upon expiration of an unpaid leave of absence, the employee shall be restored to his/her former position if it is available or to the first available position for which he/she is qualified. Seniority and pay level previously earned shall be retained upon return from such leave but shall not accumulate during leave time.
- E. The Family and Medical Leave Act of 1993 (FMLA) provides up to 12 weeks of unpaid, job-protected leave to employees who have worked for the District for at least one year (and 1,250 hours of employment over the previous 12 months). The employee will substitute accumulated sick leave for unpaid leave under this law.

Upon 30 day prior application, or in an emergency situation, FMLA leave must be granted for any of the following reasons:

- 1. to care for the employee's child after birth, or placement for adoption or foster care.
- 2. to care for the employee's spouse, son or daughter, or parent, who has a serious health condition, or
- 3. for a serious health condition that makes the employee unable to perform the employee's job.

The District reserves the right to require medical documentation supporting such requests and may also, at District expense, require second or third opinions and a fitness for duty report to return to work.

The District Business Manager will provide upon request a detailed copy of your specific rights under this Federal law.

**ARTICLE XIX  
INSURANCE**

The Board shall provide insurance coverages comparable to the following:

BENEFIT	CUSTODIAN, SECRETARIES, COOKS, AND MEDIA TECHNICIANS	PARA-PROS (FULL-TIME)	INSTRUCTIONAL AIDES (FULL-TIME)	NON-INSTRUCTIONAL AIDES (& PART-TIME)
HEALTH	MESSA CHOICES	The amount equal to the single subscriber toward MESSA CHOICES	The amount equal to the single subscriber toward MESSA CHOICES	N/A
Rx	\$5.00 co-pay MESSA CHOICES plan	\$5.00 co-pay MESSA CHOICES plan	\$5.00 co-pay MESSA CHOICES plan	N/A
DENTAL	SET/SEG ULTRADENT B (80/80 with incentive)	SET/SEG ULTRADENT B (80/80 with incentive)	SET/SEG ULTRADENT B (50/50 with incentive)	SET/SEG ULTRADENT B (50/50 with incentive)
VISION	SET/SEG ULTRA VISION PLAN II	SET/SEG ULTRA VISION PLAN II	SET/SEG ULTRA VISION PLAN II	SET/SEG ULTRA VISION PLAN II
LIFE	\$40,000 AD&D	\$40,000 AD&D	\$40,000 AD&D	\$40,000 AD&D
ANNUITY IN LIEU OF HEALTH	\$800 \$550 – with 50/50 dental	\$800	\$800	N/A
OTHER	Holidays as defined in Article XX.	Holidays as defined in Article XX.	Holidays as defined in Article XX.	Holidays as defined in Article XX.

**\$100 yearly allowance for those employees who do not qualify for any health insurance**

**ARTICLE XIX (CONTINUED)**  
**INSURANCE**

- A. Upon application, the Board shall provide full subsidy for the following insurance benefits: (with the exception of the agreed monthly cash contribution toward full-time paraprofessional and aides purchasing health insurance)
  - 1. MESSA CHOICES health insurance effective March 1, 2003 and/or equivalent coverage.
  - 2. Full-time paraprofessionals and aides will receive an amount equal to the single subscriber rate of MESSA CHOICES to apply towards purchased health insurance benefits with the district.
  - 3. Part-time aides will receive SET/SEG Vision Plan II.
- B. Employees may buy additional insurance subject to the underwriting rules of the insurance carrier.
- C. The Board subsidy shall terminate the first of the month following severance of employment.
- D. In instances where the cost of coverage exceeds the amount of the Board subsidy, the excess shall be payroll deducted (paraprofessionals and aides).

Section 125 – Any insurance premiums required to be paid by the employees will be on a pre-tax basis. Said deductions will be set up for the number of pay periods the employee has selected per their pay option selections for the fiscal year (21/26).

- E. Tax Sheltered Annuity (TSA) and/or Cash-in-Lieu
  - 1. Custodians, secretaries, cooks, and media technicians electing not to receive health and dental insurance will be entitled to receive up to \$800 per year through the district's cafeteria plan.
  - 2. Custodians, secretaries, cooks, and media technicians not taking health insurance and taking 50/50 dental coverage shall be entitled to receive up to \$550 per year (prorated monthly) through the district's cafeteria plan.
  - 3. Full-time paraprofessionals and instructional aides electing not to receive health insurance will be entitled to receive \$800 through the district's cafeteria plan. Half of this amount will be paid in December and the other half in June. Employees working less than a full year will receive a prorated amount.

F. Employees employed for a full contractual year shall receive a full year's coverage under the above insurance programs. If an employee terminates his/her employment prior to June, coverage will terminate effective at the end of the month of the effective date of the resignation.

G. Board Administered Cafeteria Plan

Employees electing cash in lieu of health benefits will participate in the District's Cafeteria Plan. This plan will be renewed the 1<sup>st</sup> of October each year upon signature of the employee and Plan Administrator on the insurance choice form.

H. Members who do not qualify for health insurance (non-instructional aides & part-time members) will receive a \$100 allowance annually.

**ARTICLE XX  
OTHER FRINGE BENEFITS**

A. Holidays:

1. Cooks, Paraprofessionals, and Aides will receive holiday pay for Christmas, Thanksgiving, New Year's Day, Memorial Day  
Effective beginning the 1997-98 school year, holiday pay for Christmas Eve will be added for a total of five (5) paid holidays.  
Effective beginning the 1998-99 school year, holiday pay for New Year's Eve will be added for a total of six (6) paid holidays. Employees must work the scheduled work day before and after the holiday to receive holiday pay. Exceptions may be made by an appeal to the superintendent with medical documentation.

- B. Sick Leave Reimbursement: Upon voluntary retirement from the District, an employee shall receive reimbursement for unused sick days. Voluntary retirement being defined as having 10 years service with the district. Reimbursement shall be at the rate of 2 (two) hours pay for each earned sick day.

D. Vacations for Custodians/Maintenance, Secretaries and Media Technicians

1. Vacations

1 year	1 week
2-5 years	2 weeks
6-12 years	3 weeks
13 years	4 weeks

Custodians/maintenance will be required to take vacation time in increments of at least five days.

Vacation days will be credited to an employee at the completion of a year's service and the year is defined as July 1 to June 30.

Earned vacation days will be prorated based upon the employee's date of hire.

Vacations shall be scheduled according to the need of the job. Subject to this condition, the employees shall have the right to choose their vacations. Notice of employee's preference shall be given the supervisor fourteen (14) days in advance.

**ARTICLE XX (CONTINUED)  
OTHER FRINGE BENEFITS**

NOTE: The following section on holidays becomes effective 9/1/03.

<b>Holidays</b>	<b>Group</b>
Labor Day	All (Change effective 9/1/03)
Thanksgiving	All
Friday after Thanksgiving	All (Change effective 9/1/03)
Christmas Eve	All
Christmas Day	All
New Year's Eve*	All
New Year's Day	All
Good Friday	All (Change effective 9/1/03)
Memorial Day	All
July Fourth**	Custodians, Secretaries, Media Technicians

E. All employees shall receive 50% Board paid latchkey services for their dependent children if space is available during normal working hours.

F. Employee Payment of Insurance Premiums

Option 1. Payroll Deduction

Option 2 – Monthly premium payments may be made directly to the Business Office by the 15<sup>th</sup> of the month prior to premium due date; i.e., July's premium due June 15<sup>th</sup>. Payments delinquent past 30 days, notification will be given by the Business Office and coverage will be cancelled retro to the 1<sup>st</sup> of the delinquent month.

**ARTICLE XXI  
DUTIES**

- A. Cooks and kitchen aides will:
1. Clean up spills in kitchen and serving area.
  2. Wipe off all counters.
  3. Clean sinks, stoves, and appliances.
  4. Clean up serving equipment and working utensils.
  5. If additional training is requested for cooks for preparation and serving of school lunches, any cost will be paid for by the Board of Education.
  6. Kitchen aides are responsible for wiping off tables in activity area.
  7. No one under this classification will be required to lift over 25 pounds or load or locate food housings without adequate help.
- B. There will be no increased responsibilities given to these classifications such as custodial duties (mopping floors, moving furniture or equipment, or sweeping).
- C. There shall be no teachers, students, or other non-kitchen employees cooking in the kitchen or using the facilities during the time that the cooks are working. Teachers or others who wish to use the refrigerator in the kitchen shall receive prior permission from the head cook or the building administrator. Individuals who use the kitchen facilities at other times will be responsible for cleaning the kitchen.
- D. Custodians:
1. Maintenance personnel shall perform properly all work required of them in fulfillment of their duties relating to the cleaning and maintenance of all school buildings as directed by the supervisor of buildings and grounds, the superintendent and the policies of the Board.
  2. All maintenance personnel shall act as representatives of their school district and shall conduct themselves in a manner which shall be to the best interest of the school.

**ARTICLE XXII  
WORK SCHEDULE, HOURS, AND PAY**

A. The normal workday shall be established by the administration. The hours of a normal work day, inclusive of any applicable lunch or relief period, will not exceed the following:

<u>Classification</u>	<u>Hours</u>
Secretary	8.5
Custodian	8.5
Cooks	8.0
Aides	8.0
Paraprofessionals	8.0
Media Technician	8.5

B. All employees who work a five hour or more day are entitled to an unpaid duty-free lunch period of thirty (30) minutes.

C. All employees who work six hours or more shall be considered full-time employees and shall be entitled to two (2) fifteen (15) minutes relief periods, and employees who work less than six (6) but more than three (3) hours shall be entitled to one (1) such relief period. All cooks who work five hours or more shall be considered full-time employees and will be entitled to the relief periods previously stated.

D. All employees shall be paid overtime at the rate of time and on half (1-1/2) of their hourly rate for all hours worked in excess of the normal work day as described in Article XXII, A. Double time will be paid for work performed on Sundays or legal holidays. Security calls shall be paid a minimum of one and one half (1.5) hours per call.

Employees may elect to accept compensatory time (if offered by administration) in lieu of cash overtime pay at a rate of no less than one and one-half hours of compensation time for each hour of overtime worked. Accrued compensation time may be used at the employees' discretion unless time off would cause an undue disruption of the employer's operation.

Extra hours outside of the normal schedule for custodial/maintenance employees, including overtime, will be distributed on the basis of seniority as follows:

- 1) Custodians in the building where the event is to be held have first choice. If all decline, go to step two.
- 2) Districtwide voluntary list for overtime, based on seniority. If all decline, go to step three.
- 3) Administration will look to a source outside of the custodial classification to assign overtime to.

**ARTICLE XXII**  
**WORK SCHEDULE, HOURS, AND PAY (CONTINUED)**

E. 1. Employees who voluntarily serve as substitutes for other classifications at a higher hourly rate than their own shall be paid at the first year non-probationary rate for time worked in that

classification, and also shall be entitled to lunch and relief periods.

2. Kitchen aides who voluntarily serve as substitute cooks shall be paid at the cook's hourly rate and on the same parallel step of the salary schedule that the aide is currently at.

F. Employees shall not be assigned to supervise students except for aides who are under a teacher's supervision or where supervision is a part of the employee's job description (i.e. cafeteria aides).

G. Work year

Cooks	Student instructional days + two (2) days
Non-Instructional Aides	Equal to the number of student instructional days
Instructional Aides	Equal to the number of student instructional days
Paraprofessionals	Equal to the number of student instructional days
Media Technician	Student instructional days + four (4) days
Custodians	260 days
Secretaries	184 days plus 10 days before the first student day and 10 days after the last student day (with the exception of special education which works 15 days before the first student day and 15 days after the last student day and Adult/Comm which works 260 days.)

NOTE: This does not add days over current adopted workdays.

H. Custodians/Maintenance - During the off season or extended school vacation periods when the school building is not in regular session, the supervisor of buildings and grounds may shift afternoon personnel to day shifts except for those men necessary to be retained on their regular shifts to accommodate special programs or community activities. This decision will normally be channeled through and implemented by the supervisor of buildings and grounds.

During extended school vacation periods when the school building is not in regular session, the supervisor of buildings and grounds and the employee may agree on occasion to work a ten (10) hour day and a four (4) day week (Monday-Thursday or Tuesday-Friday). Overtime will only be paid in such instance for work beyond ten (10) hours in one day or beyond forty (40) hours/week.

**ARTICLE XXII  
WORK SCHEDULE, HOURS, AND PAY (CONTINUED)**

I. Full-time, ten month, six hour-a-day employees shall have the options of choosing 21 or 26 pay periods at the beginning of the school year.

J. Wage increase will occur on July 1, of each school year to coordinate with the district's new fiscal year.

**ARTICLE XXIII**  
**MISCELLANEOUS PROVISIONS**

- A. Copies of this agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereinafter employed. Five additional copies of this agreement shall be furnished to the Association at no cost.
  
- B. On scheduled attendance days if the students are not present because of conditions not within the control of school authorities, employees will not be required to be present. It is understood that rescheduled inclement weather days shall be considered as part of the regular school year and employee shall be paid for those days. Work days may be rescheduled by the Board in the event such is necessary in order to meet the minimum number of student instructional days as required by law. If students are sent home after the school day has begun due to any reason other than inclement weather, employees may be required to work. If state law changes so that the district is not required to make up snow days, then the employees will not be required to work or to make up said days, and will suffer no loss of wages, benefits, or leave days.

**ARTICLE XXIV  
SALARY SCHEDULES**

2005-06 1.75% increase on all salary schedules  
 2006-07 1.75% increase on all salary schedules  
 2007-08 1.75% increase on all salary schedules

<b>Custodians</b>	2005-06 1.75%	2006-07 1.75%	2007-08 1.75%
Probation	\$11.35	\$11.55	\$11.75
Rem. 1 <sup>st</sup> Year	\$11.84	\$12.04	\$12.25
Year 2	\$13.27	\$13.50	\$13.74
Year 3	\$13.79	\$14.03	\$14.28
Year 4	\$14.27	\$14.52	\$14.77
Year 5	\$14.85	\$15.11	\$15.37
Head Bldg. Custod.	\$15.86	\$16.14	\$16.42
Skilled Maintenance	\$17.44	\$17.75	\$18.06

All Custodians whose shift commences at 1:00 p.m. or later shall be paid a shift premium of \$.20 per hour.

All Custodians whose shift commences at 10:00 p.m. or later shall be paid a shift premium of \$.25 per hour.

<b>Secretaries and Media Technicians</b>	2005-06	2006-07	2007-08
Probation	\$11.35	\$11.55	\$11.75
Rem. 1 <sup>st</sup> Year	\$11.84	\$12.05	\$12.26
Year 2	\$13.27	\$13.50	\$13.74
Year 3	\$13.79	\$14.03	\$14.28
Year 4	\$14.27	\$14.52	\$14.77
Year 5	\$14.74	\$15.00	\$15.26
Year 6	\$15.86	\$16.14	\$16.42

\*Effective 2001-02 Secretaries and Media Technician beginning Year 6 will be placed on the Head Bldg. Custodian Schedule.

**ARTICLE XXIV  
SALARY SCHEDULES (CONTINUED)**

<b>Cooks</b>	2005-06	2006-07	2007-08
Probation	\$8.96	\$9.12	\$9.28
Rem. 1 <sup>st</sup> Year	\$9.27	\$9.43	\$9.60
Year 2	\$10.05	\$10.23	\$10.41
Year 3	\$10.35	\$10.53	\$10.71
Year 4	\$10.62	\$10.81	\$11.00
Year 5	\$10.75	\$10.94	\$11.13

Effective with the 2005-06 school year, the High School Cook shall be paid a stipend of \$ .75 per hour as reflected in the following table.

<b>High School Cook</b>	2005-06	2006-07	2007-08
Probation	\$9.71	\$9.87	\$10.03
Rem. 1 <sup>st</sup> Year	\$10.02	\$10.18	\$10.35
Year 2	\$10.80	\$10.98	\$11.16
Year 3	\$11.10	\$11.28	\$11.46
Year 4	\$11.37	\$11.56	\$11.75
Year 5	\$11.50	\$11.69	\$11.88

<b>Paraprofessionals</b>	2005-06	2006-07	2007-08
Probation	\$8.96	\$9.12	\$9.28
Rem. 1 <sup>st</sup> Year	\$9.27	\$9.43	\$9.60
Year 2	\$10.05	\$10.23	\$10.41
Year 3	\$10.35	\$10.53	\$10.71
Year 4	\$10.62	\$10.81	\$11.00
Year 5	\$10.75	\$10.94	\$11.13

Beginning School Year 2000-01, new employees will be required to have 200 documented hours to qualify for the paraprofessional schedule.

Effective with the 2005-06 school year, the Middle School Library Paraprofessional shall be paid a stipend of \$ .75 per hour.

**ARTICLE XXIV  
SALARY SCHEDULES (CONTINUED)**

<b>Aides</b>	2005-06	2006-07	2007-08
<u>Instructional</u>			
Probation	\$8.44	\$8.59	\$8.74
Rem. 1 <sup>st</sup> Year	\$8.63	\$8.78	\$8.93
Year 2	\$9.41	\$9.57	\$9.74
Year 3	\$9.55	\$9.72	\$9.89
Year 4	\$9.70	\$9.87	\$10.04
Year 5	\$10.06	\$10.24	\$10.42
<u>Non-Instructional</u>			
Probation	\$8.27	\$8.41	\$8.56
Rem. 1 <sup>st</sup> Year	\$8.48	\$8.63	\$8.78
Year 2	\$9.25	\$9.41	\$9.57
Year 3	\$9.38	\$9.54	\$9.71
Year 4	\$9.51	\$9.68	\$9.85
Year 5	\$9.88	\$10.05	\$10.23

**ARTICLE XXV  
DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2005, and shall continue in effect through August 31, 2008.

Negotiations on a new agreement will begin prior to August 31, 2008.

In witness whereof, the parties have executed this agreement by their duly authorized representatives this 16th day of February, 2006.

BOARD OF EDUCATION

CAPAC SCHOOL SERVICE ASSOCIATION

\_\_\_\_\_  
Dale Stuever, President

\_\_\_\_\_  
Jean Peak, President

\_\_\_\_\_  
Gene Sinda, Secretary

\_\_\_\_\_  
Nancy Scheible, Vice President

\_\_\_\_\_  
Jerry Jennex, Superintendent

\_\_\_\_\_  
Tracy Stablein-Brooks, UniServ Director

**ESP SENIORITY LIST  
FEBRUARY 3, 2006**

<b>Name</b>	<b>Union Total Seniority</b>	<b>Seniority in Classification</b>
<b>SECRETARIES</b>		
Sandra Hepner	9/21/89	8/15/91
Judy Kendall	10/15/92	11/4/93
Coreena Malburg	3/21/96	3/21/96
Sherry Rucinski	10/14/97	5/21/98
Donna Randall	9/17/98	9/17/98
Susan Almany	4/20/00	4/20/00
Peak, Jean	8/15/02	5/20/04
Laeder, Julie	10/20/05	10/20/05
<b>MEDIA TECHNICIAN</b>		
Wanda Behnke	9/19/91	8/19/99
<b>COOKS</b>		
Sandra Kaiser	9/21/89 (aide)	8/19/99
Marilyn Adler	3/21/96	8/29/00
Kristine Steece	2/19/98	1/20/05
<b>AIDES</b>		
<u>Non-instructional</u>		
Martha Thacker	9/19/91	9/19/91
Bonnie Govaere	9/19/96	9/19/96
Hedblad, Diane	11/16/00	11/16/00
Lloyd, Paula	11/15/01	11/15/01
Niemi, Kristal	10/16/03	10/16/03
Thacker, Beth	10/16/03	10/16/03
Allen, Carol	5/19/05	5/19/05
Emmons, Kim	10/20/05	10/20/05
Nason, Jessica	1/19/06	1/19/06
<u>Instructional</u>		
Judy Hernden	11/19/98	11/19/98
Kathleen Quandt	3/18/99	3/18/99
Christine Kotermanski	9/23/99	9/23/99
Linda VanBibber	11/18/99	11/18/99
Lori Ensley	9/28/00	9/28/00

**ESP SENIORITY LIST  
FEBRUARY 3, 2006**

<b>Name</b>	<b>Total Seniority</b>	<b>Seniority in Classification</b>
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Instructional Aides (Continued)

Suzanne Irish-Black	11/18/99	10/19/00
Sharyl Bly	11/16/00	11/16/00
Carol Plemmons	12/21/00	12/21/00
Theresa Owsen	9/19/02	9/19/02
Doreen Hill	10/20/05	10/20/05

**PARA PROS**

Barbara Malburg	9/17/86	9/17/86, P 8/25/99
Donna Revitzer	1/25/89	1/25/89, P 8/26/99
Desi Lumbardo	2/15/90	2/15/90, P 5/5/97
Margaret Ondersma	8/31/93	8/31/93, P 8/29/00
Robin Ballard	10/21/93	10/21/93, P 10/15/99
Nancy Scheible	11/19/92 rehire	9/19/96, P 8/29/00
Janet Witkowski	9/21/95	9/21/95, P 9/30/02
Annette Pfeifer	12/17/98	12/17/98, P8/29/00
Tamara Blackstock	9/28/00	10/19/00, P2/12/01
Ginger Protasiewicz	6/20/91 rehire	9/19/96, P11/24/97
Michelle Green	9/23/99	9/23/99, P 2/20/02
Diane Tice	9/18/03	9/18/03, P 9/18/03

**CUSTODIANS**

Kevin Stroup		11/11/80
Bryan Miller		6/17/87
Mark Taylor		6/22/88
John Tamba		10/21/93
Richard Reagin		11/17/94
Mark Wroblewski		9/21/95
Sandra Dombrowski		10/17/96
Denise Kluger		11/20/97
Steven Godo		8/17/00
Dorothy Smith	8/21/85	9/19/02
Laura Socia	10/18/95 aide, 8/29/00 cook	11/8/04
Hopkins, Corrine	7/15/04	10/12/05

**NON-INSTRUCTIONAL AIDE**

**Definition:**

The kitchen aide works under the direct supervision of the director of food services. He/she must be able to follow directions and be physically, emotionally, and cognitively able to deal with duties and responsibilities of the position.

**Qualifications:**

As a general guideline the following will be commonly expected qualifications:

- High school diploma and/or equivalent and/or other standards as determined by the district.
- Valid Food Handler's Permit.
- Possess or willingness to obtain CPR and/or first aid training and/or other training as specified.
- In most instances prior experience is desirable.
- Satisfactorily pass physical examination upon conditional offer of employment including drug screening.
- Must pass criminal history check.
- Pass proficiency tests as determined by district.

**Other Standards for Acceptance of the Kitchen Aide Role:**

The district retains the sole right and responsibility to determine the qualifications of the kitchen aide role in regard to general category and to individual positions as they become available.

**Note: A non-instructional aide is not deemed exclusively a kitchen aide position, can also refer to other non-instructional positions such as, bus aide.**

## **INSTRUCTIONAL AIDE**

### **Definition:**

The instructional aide works under the direction supervision of the teacher/supervisor/administrator as designated. The instructional aide must be physically, emotionally and cognitively able to deal with the students and/or duties assigned.

### **Qualifications:**

As a general guideline, the following will be commonly expected qualifications:

- High school graduate or equivalent.
- Willing to obtain first aid training and/or other training as specified.
- Pass proficiency test as determined by the district.
- Satisfactorily pass physical examination upon conditional offer of employment including drug screening.
- Must pass criminal history check.
- Any other qualifications as may be determined appropriate by the district.

### **Other Standards for Acceptance of the Instructional Aide Role:**

The district retains the sole right and responsibility to determine the qualifications of the instructional aide both in regard to the general category and to individual positions as they become available.

## PARAPROFESSIONAL

### **Definition:**

- The paraprofessional works under the direct supervision of the teacher/supervisor/administrator as designated.
- The paraprofessional must be able to follow directions.
- The paraprofessional must be flexible in dealing with others.
- The paraprofessional must be physically, emotionally, and cognitively able to deal with the needs of the students and/or duties assigned.
- The paraprofessional must demonstrate a continuing commitment to self-improvement.
- The paraprofessional must be willing to obtain additional training, as determined by the district, pursuant to the needs of the position.

### **Qualifications for Paraprofessional**

- High school graduate or equivalent.
- Interested in gaining knowledge of child development (cognitive, emotional, psychological).
- Possess or willing to obtain training relevant to the needs of the position.
- Pass District hiring procedures; i.e., physical exam, drug screening, criminal history check.
- Pass proficiency test relevant to the position as determined by the district.
- Possess prior knowledge of the position/expectations.

### **Other Standards for Acceptance of Paraprofessional Role:**

The district retains the sole right and responsibility to determine the qualifications of a paraprofessional both in regard to the general category and to individual positions as may become available and further to determine whether a position is an aide or paraprofessional role. The district also retains the sole right and responsibility to determine the necessary qualifications and requirements for persons desiring to move from an aide to a paraprofessional role.

In the event of a reduction in staff, other members of the bargaining unit may apply and be considered for the position only if they meet the qualifications of the initial posting, and provided that the district has not invested significant and/or unique training in the individual currently in the role.

## CHECKLIST FOR "PARAPROFESSIONAL" CANDIDATE

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

Current Position: \_\_\_\_\_

Hire Date: \_\_\_\_\_

Position Sought: \_\_\_\_\_

### **Qualifications:**

As a general guideline the following will be common expected qualifications for a paraprofessional:

- High school graduate or equivalent.
- Interested in gaining knowledge of child development (cognitive, emotional, psychological).
- Possess training relevant to the needs of the position.
- Pass District hiring procedures; i.e., physical exam, drug screening, criminal history check.
- Pass proficiency tests relevant to the position as determined by the district.
- Provide documentation of a minimum of 200 hours training/in-service relevant to position being sought.
  
- Recommended for Paraprofessional.
- Not Recommended for Paraprofessional.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator