

AGREEMENT

BETWEEN

**UNIFIED SCHOOL DISTRICT NO. 500
KANSAS CITY, KANSAS
WYANDOTTE COUNTY, KANSAS**

AND



**NEA-KANSAS CITY, KANSAS
PARAPROFESSIONAL'S BARGAINING UNIT**

2010/2011

Revised 06/2011

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ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for members of the paraprofessionals' bargaining unit.
- B. The paraprofessionals' bargaining unit shall include all persons employed by the Board of Education, USD 500, and paid on the paraprofessional salary schedule. Excluded shall be all or any employees not paid on the paraprofessional salary schedule and all other employee classifications.

ARTICLE II CLOSURE CLAUSE

The Board and the Association stipulate that all mandatory subjects have been discussed in good faith and neither party has any right to meet and confer further on these or any other subjects during the term of this agreement except by mutual consent or as otherwise expressly provided herein.

ARTICLE III HOURS OF WORK

A. *Work Day*

- 1. The workday for full-time paraprofessionals will be a minimum of 6 ½ hours with additional duties as approved by the Director of Special Education, on Monday through Friday, exclusive of the time for a duty-free lunch period. For each paraprofessional position in each school or facility, a workday shall be defined which establishes a reporting time, a time when the paraprofessional may leave, and a duty-free lunch period of at least thirty (30) minutes in length. The building principal or the paraprofessional's immediate supervisor may change the reporting and leave times on a given day to meet the needs of the school or facility. On such days, the mealtime will be scheduled.
- 2. Whenever possible, paraprofessionals will receive a break period. The paraprofessionals break period shall be established at a time determined by the building principal, supervisor, or lead teacher. However, the availability of the paraprofessional break-periods shall always be subordinated to the needs of the students.

B. Emergency Closing Days

1. Whenever a school, office or other facility is closed by order of the Superintendent for causes beyond the control of the Board, a paraprofessional shall not be required to report unless his/her lead teacher is required to report.

C. Salary Deductions for Absences

1. All daily or hourly rate deductions shall be at the paraprofessional's regular daily or hourly rate.

ARTICLE IV DUTY YEAR

A. Non-Working Days

Besides Saturdays and Sundays, Paraprofessionals shall be excused from duty for the following non-working days which are established by the Board's School Schedule under Policy No. 6.1.1.1.0 and which fall within a paraprofessional's duty year:

- Labor Day
- Thanksgiving Day, (including the day before and the day after Thanksgiving)
- Winter Break
- Martin Luther King Day
- President's Day
- Spring Break
- Memorial Day
- Independence Day

Non-duty days are subject to change as determined by the BOE.

ARTICLE V LEAVES

A. Sick Leave

1. Defined

Sick Leave is defined as days of absence from duty because of personal sickness

or injury of the paraprofessional or dependent children under 18 years of age residing in the same house and for which no deduction is made in regular monthly or annual compensation of the paraprofessional. A paraprofessional who has been employed for the previous 12 months may also use sick leave because of the serious medical condition of a parent or a spouse. A serious medical condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in the hospital, hospice, or residential care facility or which requires continuing treatment by a health care provider. Absences for one-half (1/2) day or less shall be charged as one-half (1/2) day. Absences for less than a day but more than one-half (1/2) shall be charged as one (1) day. Absence due to sickness or injury of dependent children or serious medical condition of a parent or spouse shall be limited to seven (7) days annually. The term "days" as used herein is defined as days on which the paraprofessional drawing sick leave would normally have reported for duty.

2. Coverage

Sick leave benefits are extended to all paraprofessionals whose employment provides for at least 30 hours per week, except as otherwise noted in the policies of the Board.

3. Annual Allowance

Paraprofessionals shall be allowed annual sick leave, expressed in hours, equal to the rate of 10 days per school year. In the event a paraprofessional resigns during the work year, final salary payment shall be reduced for sick leave taken in excess of any sick leave accrued plus that which is credited during the year of resignation at the rate of one day per complete month of service.

4. Initial Employment

Paraprofessionals commencing service during the school year shall be provisionally credited with disability leave, expressed in hours, equal to ten (10) days less one-day for each preceding whole or major portion of a month not worked, beginning with August 2011. During the first year of employment, Paraprofessionals shall not be credited with sick leave days in excess of one day per month for each month of satisfactory service.

5. Annual Accumulation

All prior unused sick leave shall be allowed to accumulate without limit.

6. Current Days Use After Five Days' Service

Current days of sick leave are credited on September 1, but they may not be used until after the paraprofessional has been on duty for five consecutive days in the current year. This restriction does not apply to accumulated days. On the first duty day of any given year, all unused accumulated sick leave shall be available for use.

7. Physician Statement May Be Required

Any paraprofessional absent due to illness or disability may be requested to present a licensed physician's statement indicting the nature of the illness or disability and the readiness of the paraprofessional to resume his/her duties. Such certification shall be secured at the paraprofessional's expense.

a. Any paraprofessional absent more than five consecutive days due to illness or disability shall present a statement from a physician licensed to practice medicine, indicating the nature of the illness or disability and verifying that the absentee is in good health and able to resume related duties.

b. Any employee who is unable to perform the duties of his assigned position because of personal illness or physical disability and who has exhausted all available current and accumulated disability leave shall be granted upon request a leave of absence without pay for an additional 20 working days. The disability shall be accompanied by a comprehensive statement by a licensed physician stipulating the nature of the illness or disability necessitating the extended absence. Such statement shall be presented to the Human Resources Office on or before the 5th day of absence.

c. Paraprofessionals who are eligible for Family and Medical Leave are not eligible for leave under this provision.

8. Loss or Preservation of Sick leave Upon Termination

Termination of employment shall automatically void all accumulated days of sick leave.

- a. A paraprofessional who resigns in good standing from the district and then is reemployed may retain accumulated sick leave if he/she returns to work within (24) twenty-four months after separation of former employment.

9. Abuse or Misuse of Leave

No salary shall be paid for any day's absence for which a disability is falsely reported as the cause for absence. Abuse or misuse of sick leave shall result in appropriate disciplinary action.

10. Credit Upon Retirement or Death

Upon retirement, a paraprofessional, or in the event of death, the paraprofessional's estate shall be eligible to receive a lump sum payment for accumulated unused sick leave based on the following formula:

Total accumulated unused sick leave (not to exceed the maximum accumulation of sick leave allowed) x .75 x the base salary rate for the salary schedule class in which the paraprofessional is classified at the time of retirement or death.

The maximum number of accumulated unused sick leave days for which payment may be made in accord with the above formula shall be limited as follows:

185 - 205 days of employment, 120 days allowed.
206 - 239 days of employment, 132 allowed.

Paraprofessionals who resign from the district after completing thirty (30) years of service in the district or twenty (20) years of service in the district and are 55 years of age shall also be eligible to receive a lump sum payment for accumulated unused sick leave based on the above-stated formula.

Any payment under this provision to a paraprofessional's estate shall be made to the court-appointed fiduciary (executor, administrator, or other designee) of the decedent's estate.

Any individual initially employed by the district as a paraprofessional after June 30, 1996, shall not be eligible for the payment as described in this provision (V.A. 10)

11. Injury When on Duty

Work-related injury: Except as provided in the circumstances below, absence due to injury incurred while a paraprofessional is on duty shall not be charged against the paraprofessional's sick leave days if the paraprofessional is receiving temporary total or temporary partial workers' compensation benefits.

Exceptions to the General Rule:

Student Restraint and Work-Related Assault injuries. A paraprofessional who is injured while physically restraining a student or who is injured as the victim of an assault while on duty shall receive, for the length of the disability or until June 30 of the current fiscal year, whichever is shorter, Differential Pay in an amount equal to the difference between the paraprofessional's regular wage and the amount of worker's compensation temporary total disability payments ("Differential Pay"). In this situation, Differential Pay shall not be charged against the paraprofessional's sick leave.

Paraprofessional Request. Upon written request, a paraprofessional shall receive Differential Pay for the length of the absence from work resulting from a temporary disability or until the end of the fiscal year (July 1-June 30), whichever is shorter, provided that the paraprofessional has unused sick leave days and the paraprofessional's sick leave is charged at not less than 0.5 day increments for each day that Differential Pay is received.

Extension period. If at the end of the fiscal year, the paraprofessional remains absent from work as a result of a temporary disability and if the paraprofessional has unused sick leave days, the paraprofessional may make a written request to extend the payment of the period of Differential Pay under the preceding section. Additionally, secretaries who have incurred injuries as a result of the authorized restraining of a student or who are otherwise a victim of a work-related assault will be granted an extension of applicable paid leave benefits provided that the paraprofessional makes a written request to the Assistant Superintendent of Human Resources at least 10 days prior to the anticipated extinguishment of such benefits. The duration of the extension shall be determined at the sole discretion of the Superintendent or his/her designee.

12. Statement of Accumulated Leave

A statement of accumulated sick leave shall be provided each paraprofessional on each payroll warrant. Such statement is informational only and not made or given as a warranty of the number of days stated. Each paraprofessional shall be solely

responsible for determining the accuracy of the statement. The Board shall not be liable for errors, mistakes or failure to provide the statement unless due to intentional or willful fault on the part of the Board. The Board does, however, agree to take all reasonable measures to correct any such errors or mistakes.

13. Continued Employment Under Sick Leave

Any paraprofessional who is absent from duty because of illness or injury and is eligible to receive sick leave shall be retained on the active payroll as a paraprofessional for such period of time as annual and accumulated sick leave days are available. If the return to work, in accord with, Paragraph 7, is prior to the expiration of current and accumulated sick leave time, the paraprofessional shall be returned to active employment in the same assignment or similar duty assignment.

14. Expiration of Sick Leave Benefits.

Except as expressly provided otherwise by this agreement or by law, employment of any paraprofessional shall terminate upon the expiration of current and accumulated sick leave time except that the rights of continued employment may be extended under the Family Medical Leave Act.

15. Termination of Sick Leave Benefits

All payments of wages under provisions of this agreement for sick leave shall terminate if the paraprofessional is gainfully employed by any employer other than USD #500 or is engaged in gainful self-employment.

B. Professional Leave

A paraprofessional may be granted professional leave with pay to attend seminars, conferences, meetings, and workshops directly related to the paraprofessional's job with the district. Professional leave shall not be granted for the purpose of attending classes for completing degrees or certification requirements. Application for professional leave shall be made in writing to the Superintendent or his designated representative at least five (5) working days in advance of the absence.

C. *Legal Commitments and Jury Duty*

1. *Jury Duty With Pay*

Whenever a paraprofessional is required to perform services as a juror, said paraprofessional shall be paid full salary for the period of such services provided that:

- a. The Board is notified at least three (3) days in advance of the absence that a jury summons has been received.
- b. The Board receives a statement from the paraprofessional listing the days of such service and the court in which the service was performed.
- c. The paraprofessional presents to the Board within 15 days of its receipt by the paraprofessional the endorsed (uncashed) check issued by the court for the number of days of such service.

2. *Jury Fee Retained by Board*

The proceeds of the court payment shall be retained by the Board.

3. *Use for Court Summons*

Leave shall be granted in order to meet the requirements of a court summons as a witness when the paraprofessional is not a litigant. Such absence shall not be deducted from accumulated sick leave time.

D. *Emergency Leave*

1. *Five-Day Maximum - Advance Approval*

A maximum of five (5) days' absence without deduction in pay during any work year may be allowed for reasons of emergency as defined in 2. Whenever possible, requests for approval of an absence under emergency leave shall be made in writing on a district leave request form to the Human Resources office prior to the absence. If the nature of the emergency does not allow for a written request prior to the absence, the paraprofessional shall file the proper form within

three (3) workdays of returning to work after the absence. In all cases where a prior written request is not made, the paraprofessional shall notify his/her immediate supervisor of the absence on or before the first day of the absence. Emergency leave shall be approved by the Assistant Superintendent of Human Resources or his/her designated representative.

2. Emergency Leave Defined

Emergency leave shall be granted for reasons of critical illness in the immediate family. Emergency leave may also be granted for absences, which are not a consequence of the choice or actions of the paraprofessional. Emergency leave shall terminate when the event giving rise to the emergency no longer exists. Absences because of travel conditions related to weather shall not qualify for emergency leave. Examples of other instances which will not qualify for emergency leave are:

- a. Recreational activities
- b. Accompanying spouse on business or vacation
- c. Routine medical or dental matters
- d. Working for another person or business
- e. Interviews for employment
- f. Examinations by a college or university
- g. To attend to legal matters
- h. Personal illness
- i. Problems related to personal or family vehicle

3. No Accumulation

Emergency leave time shall not accumulate.

4. Immediate Family Defined

As used herein, "immediate family" shall designate the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse's parents.

5. Deducted from Sick Leave Time

Emergency leave shall be deducted from current or accumulated sick leave time.

6. Critical Illness Defined

Critical illness as used herein shall include such illness or injury as to produce a life-threatening condition which is so verified by medical report of the attending physician.

E. Military Leave

1. Leave for Regular Service

A military leave of absence shall be granted to any paraprofessional who shall be drafted for military duty in any branch of the armed forces of the United States. Upon return from such leave, the paraprofessional shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period. Such leave shall not extend more than three months beyond the period of compulsory service.

2. Optional for Enlistees

Military leave may be approved by the Superintendent or his designated representative for persons enlisting in the military service. Such leave shall not extend more than three (3) months beyond the termination of the first enlistment period.

3. Required Temporary Military Duty for Emergency

- a. A paraprofessional who is a member of the National Guard, or of the Army, Navy, Air Force, or Marine Corps Reserves and who is required to report for an active duty period by reason of an emergency declared by the President or the Governor, shall be granted temporary military duty leave.
- b. Leave for temporary military duty as provided by this agreement will be with full salary less the amount the paraprofessional is compensated for the days of military service while on leave from the school district.

4. Temporary Training Duty

A paraprofessional who is a member of the National Guard, or of the Army, Navy, Air Force or Marine Corps Reserves and who is required to report for an active duty period for training purposes required to retain such membership shall be granted temporary military training duty leave. If the paraprofessional's military pay is less than his/her regular pay during the period approved for temporary military training duty leave, the paraprofessional will be paid the difference between his/her military pay and his/her paraprofessional's pay.

5. No Deduction From Sick Leave

For the purpose of computing sick leave, Required Temporary Military Duty Leave for Emergency and Temporary Training Duty Leave shall count as full service with the school district.

6. Position Preserved

Upon return from Required Temporary Military Duty Leave for emergency or Temporary Training Duty Leave, a paraprofessional will be returned to a position with the school district.

F. Authorized Absence

A paraprofessional shall be granted three (3) days of authorized absence for personal reasons without pay during any school year upon request for activities which cannot reasonably be performed outside of regular duty hours or on a non-school day.

1. Limitation

Such authorization shall not be granted on any day preceding or following a holiday, holiday weekend, or any vacation period including the opening and closing days of the school year.

2. Application Required

Application for authorized absence shall be made in writing at least two (2) days in advance of the absence and stating the reasons, which necessitate the leave.

3. Extension

Extension of authorized absence shall be made in writing at least two (2) days in advance of the absence and stating the reasons, which necessitate the leave.

4. Non-Accumulative

Authorized absence days shall be non-accumulative.

5. Subject to Approval by Superintendent

Approval of authorized absence shall be by the Superintendent or his designated representative.

G. Unauthorized Absence

1. Unauthorized absence

An unauthorized absence is defined as any absence by a paraprofessional for reasons not authorized in the policies of the Board and without approval of the paraprofessional's immediate supervisor or other administrative staff responsible for approval of leaves.

2. Termination for Reason of Unauthorized Absence

Any paraprofessional who has two (2) consecutive days of unauthorized absence or five (5) days of unauthorized absence in any work year may be terminated due to abandonment or non-performance of duties. Paraprofessionals terminated due to unauthorized absence shall not be entitled to terminal pay as provided in this agreement.

H. Bereavement Leave

1. Five-Day Maximum Per Occurrence

A maximum of three (3) days absence per occurrence or (five (5) days if the distance is more than 400 miles, one-way) without deduction in pay may be allowed for reasons of death in the immediate family as defined herein.

2. Immediate Family Defined

As used herein, “immediate family” shall designate the employee’s spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse’s parents, grandparents, grandchildren, brothers and sisters by blood, adoption or marriage.

3. No Accumulation

Bereavement leave time shall not accumulate.

4. Written Request and Approval

Any request for bereavement leave shall be in writing to the employees immediate supervisor. Approval shall be granted by the Superintendent or his designated representative.

I. Personal Leave

1. Two Days Leave

Two days of absence without deduction in pay during any year may be allowed for personal leave for paraprofessionals who work 30 or more hours per week.

2. Approval of Leave

To be classified as personal leave, authorization must be secured prior to the day leave is taken except for instance of emergency. Paraprofessionals desiring to use

personal leave shall submit their request in writing at least five (5) working days in advance of the anticipated absence. In cases of an emergency not covered by emergency leave the notification for such leave must be made to the principal or immediate supervisor on or before the day of leave by the normal absence reporting procedures, and a written request shall be submitted within three (3) days of the absence. All requests for personal leave must be submitted to the office of the superintendent or his designated representative.

3. Limitation

Personal leave shall not be used for seeking other employment, rendering services, nor working either with or without remuneration for themselves, nor for anyone else, for hunting, for fishing, no other recreational activities, nor because of severe weather when school is in session. Absent the existence of extenuating circumstances, which shall be determined solely by the Superintendent or his/her designee, and which such determination shall not be subject to further review or appeal, such leave shall not be granted for the first eight (8) or the last five (5) duty days of the paraprofessional's work year, for the first eight (8) days nor the last five (5) days of the school year, nor on the first duty day preceding or following a holiday; nor on any in-service days.

4. Unused Personal Leave Days

Unused personal leave days may not accumulate, however, any days of unused personal leave shall be credited as days of sick leave.

5. Right to Reject

The district reserves the right to refuse requests on any given day due to the number of other absences or the demands of the paraprofessional's job. Approval will be granted in the order of application except for clear emergency situations.

J. Political Leave

1. Candidacy for Public Office

Any paraprofessional shall have the right to become a candidate for public office

and to serve in such elective office unless there is a legal prohibition. An unpaid leave of absence not to exceed 2 years shall be granted to any paraprofessional upon application for the purpose of campaigning for, or serving in, a public office. Such leave may be extended by mutual agreement of the paraprofessional and the Board.

2. Limitations

No paraprofessional shall, during the hours for which pay is received, use such time for the solicitation, promotion, election, or defeat of any candidate for public office.

3. Use of District Facilities/Students Prohibited

No paraprofessional shall use the classrooms, schools, or students for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

4. Use of District Equipment/Supplies Prohibited

No paraprofessional shall use school equipment or supplies for the purpose of solicitation, promotions, election, or defeat of any candidate for public office.

5. Reinstatement

Reinstatement of a paraprofessional on political leave shall be made when a suitable opening is available. Nothing herein shall be interpreted to assure a paraprofessional of a position or building assignment identical to that previously held.

ARTICLE VI

COMPENSATION

A. *All Paraprofessionals Classified*

All persons employed as paraprofessionals shall be classified in accordance with the salary schedule provisions. Persons employed for the first time shall be placed on the appropriate entrance level based on earned college credits.

1. Placement on the Paraprofessional Salary Schedule

Placement on the Paraprofessional Salary Schedule based on college credits shall be in accord with the following criteria:

- a. Class Placement on the salary schedule shall be determined as follows:
Class 1 – less than an Associates Degree. (If less than 48 college credits, must have passed the ParaPro Assessment)

Class 2 – Associates Degree or higher.
- b. College credits must be earned from an accredited college/university.
- c. Earned college credits must be in the field of education or related course work which could be beneficial in the instruction of students. Decisions relating to the appropriateness of credit for salary schedule placement shall be made by the administrative staff in the Human Resources Office.
- d. Official transcripts must be submitted for all college credits. Official transcripts contain the college/university registrar's signature and seal (unless indicated by institution that the seal is not required in order to be official).
- e. New hires, employed after the school year begins, will be allowed thirty (30) days from the date of employment to provide an official transcript(s) for advance placement on the salary schedule.

B. *Reclassification*

1. Paraprofessionals may advance

Paraprofessionals may advance to Class 2 on the salary schedule by completing additional college credits or by completing the required number of staff development training hours and demonstrating competency in the staff development in-service attended. The supervising teacher will be required to document that the competency is demonstrated in the classroom, (Impact Hours). Only those in-service hours and earned college credit approved by a building principal or the Director of Special Education shall be included in determining placement on the salary schedule. Impact Hours represent state mandated training hours x 3, equaling the 420 impact hours needed to move from class 1 to Class 2. Class movement will not affect level placement.

No paraprofessional will be required to take college credits or staff development training hours for movement on the salary schedule. However, all paraprofessionals will be required to complete the state mandated twenty (20) hours of training each school year. The state mandated hours may be accumulated year to year for movement on the salary schedule, only as outlined in B1.

For 1997/98 only, paraprofessionals with competencies earned in prior years shall have those competencies converted to staff development training hours by multiplying the number of earned competencies by four (4). All prior and future approved college hour will be converted to training hours by multiplying each earned college hours by fifteen (15).

2. Dates for Reclassification

- a. Any paraprofessional qualifying for Class 2 prior to September 1 due to successful completion of additional training hours shall be placed in the new Class effective September 1. Any paraprofessional qualifying for Class 2 after September 1 and prior to February 1 shall be placed in the new Class effective February 1.
- b. Any paraprofessional qualifying for Class 2 due to college credits must submit official transcripts verifying the completion of the additional work by August 31 for a September adjustment and by January 31 for a February adjustment. It shall be the responsibility of the individual paraprofessional to notify, in writing, the Personnel Office when he/she qualifies for a new Class. Reclassification shall occur at the next September 1 or February 1, whichever occurs sooner, following notification by the paraprofessional.

C. *Classes Defined - Training Hours/College Credits*

Class 1 - less than an Associates Degree. (If less than 48 college credits, must have passed the Parapro Assessment)

Class 2 - 450 in-service impact hours or Associates degree or higher

D. *Salary Scale (based on 186 day work year)*

Level	Class 1	Class 2
Entrance	\$13.37	\$14.51
Intermediate	\$14.40	\$15.18
Career	\$15.88	\$16.67

E. *Level Placement*

All new Paraprofessionals are placed on the entrance level for three years. After 3 three years, entrance level Paraprofessionals move to intermediate level and remain for two years. After two years intermediate level Paraprofessionals move to Career level.

F. *Extra Duty Pay*

Paraprofessionals may volunteer to be employed on an hourly basis to perform extra duty assignments at their regular hourly rate for time worked after the paraprofessional's regular dismissal time and on days when schools are not in session.

G. *Additional Pay for Training*

Upon recommendation from the Director of Special Education Paraprofessionals working in SED and SMH programs may receive an additional \$1,000 for the satisfactory completion of the Certified Nurse Aide Program offered at ATS or another accredited certified nurse aide program and satisfactory completion of the Mental Health Aide Program at ATS or another accredited mental health aide program. The paraprofessional shall not receive the \$1,000 if, at any time, he/she no longer is assigned to an SED or SMH program. The additional pay shall be prorated based on the number of days remaining in the school year.

ARTICLE VII INSURANCE AND OTHER BENEFITS

A. Section 125 - Cafeteria Plan

The Board shall establish a flexible benefit plan intended to qualify as a “Cafeteria Plan” within the meaning of Section 125 (d) of the Internal Revenue Code of 1954 as amended, to provide for each paraprofessional who is employed not less than 30 hours per week with a choice of receiving certain taxable and tax-free benefits provided by the Board.

B. Board’s Benefit Plan

Optional benefits to be offered to eligible paraprofessional through the Board’s benefit plan shall include at least the following:

- (a) Medical and Dental Insurance
- (b) Group Term Life Insurance
- (c) Salary Protection Insurance
- (d) Other appropriate miscellaneous coverages.

Selection of any option(s) by a paraprofessional will be permitted upon original employment and, thereafter, prior to the beginning of each succeeding plan year. A paraprofessional shall be permitted to change options once during the plan year to the extent allowed by law. If the District finds the need to reduce the number of investment companies participating in the optional benefits plan; the Paraprofessional Bargaining unit shall be given advance notice and their input solicited.

C. Health Insurance

The Board of Education shall purchase for eligible paraprofessional single medical insurance coverage at no cost to the employee from a carrier selected by the board or pay an equal amount toward the purchase of an optional medical insurance policy offered by the same carrier.

D. Continued Monthly Allocations After Sick Leave Benefits Are Exhausted

For any eligible paraprofessional who is not receiving salary compensation due to absence from duty because of personal sickness or injury of the paraprofessional and exhaustion of all sick leave benefits, the Board shall continue the payments specified in

Paragraph C for six (6) months from the month in which sick leave benefits are exhausted. No payment shall be made after separation of such paraprofessional's employment with the district.

E. *Voluntary Salary Reduction*

A paraprofessional shall be entitled once annually on forms provided by the Board to elect to have a portion of his/her salary used to purchase a benefit or benefits under the Board's benefit plan. Such deduction shall be applied to the paraprofessional's salary before federal and state income tax is deducted.

F. *Husband/Wife Combination Option of Medical Insurance Allocation*

If both husband and wife are covered employees in the district's medical insurance plan, they may combine their monthly payment toward the purchase of medical insurance under the plan.

ARTICLE VIII EVALUATION

A. *Purpose of Evaluation*

The purpose of the evaluation process shall be to assist individual paraprofessionals in improving performance of assigned duties and to maintain a high level of performance by the paraprofessional staff.

B. *Frequency of Evaluation*

All new paraprofessionals will be evaluated after three months of employment.

During the first two (2) years of employment, all paraprofessionals shall be evaluated yearly by May 1. Any paraprofessional hired after April 1 shall not be required to have an evaluation completed by May 1 of the year of employment, but an evaluation of such an employee shall be completed prior to the completion of three months of employment. After two (2) years of employment, a paraprofessional shall be evaluated at least once every two (2) years. Such evaluation shall be completed by May 1 of the evaluation year. He/she shall also be evaluated during the first year after a change in worksite or major change in job responsibility.

More frequent evaluations may be completed if deemed necessary by the paraprofessional's supervisor. The evaluatee may also request additional evaluations.

C. *Evaluators*

All evaluations will be completed by the paraprofessional's lead teacher and/or the principal or other designated administrator.

D. *Documents*

Evaluations shall be recorded on forms developed for the evaluation process. Such forms shall be developed jointly by the paraprofessionals and the administration. The administration shall retain final approval. All evaluations shall be signed by the supervisor and the paraprofessional. The signature of the evaluatee does not mean that he/she agrees with the evaluation but rather than the evaluation process is completed. A copy of all evaluations shall be given to the paraprofessional, and a copy shall be filed in the paraprofessional's personnel file in the Human Resources Office.

E. *Right to Response*

A paraprofessional has a right to attach a written response to his/her evaluation. The response shall be placed in the paraprofessional's personnel file with the evaluation. Any such response must be filed with the Human Resources Office within 10 days of the paraprofessional's signing of the evaluation.

F. *Confidentiality of Evaluation Documents*

Evaluation documents shall be available only to the paraprofessional, the Board of Education, the paraprofessional's immediate supervisor, administrative staff, and other individuals who are authorized in writing by the paraprofessional.

ARTICLE IX SEPARATION FROM SERVICE

A. *Separation Due to Resignation*

Unless otherwise provided by contract or specific policies of the Board affecting paraprofessionals, any paraprofessional who does not desire to continue in employment may resign by providing written or oral notice to the paraprofessional's immediate supervisor.

1. Written Notice of Resignation

Any such notice shall be provided in writing not less than ten (10) working day prior to the anticipated date of termination of service. Failure to provide such notice shall result in the loss of any benefits other than earned wages, which may have been accumulated by the paraprofessional.

2. Oral Resignation

Any paraprofessional who orally notifies his/her supervising staff member or a responsible line administrative officer that he/she will discontinue service to the district and fails to report for regular duty but does not submit a written resignation shall be presumed to have resigned and employment shall be terminated by the Board upon recommendation of the Superintendent, except that notice of such ending termination shall be mailed to the paraprofessional at the last official address filed by the paraprofessional with the district. Such notice shall be mailed five (5) day prior to final action by the Board.

3. Resignation Final

Any written resignation submitted to the paraprofessional's supervisor shall be accepted and no resignation submitted to the paraprofessional's immediate supervisor may be rescinded, withdrawn or retracted except by authorization of the Board. An oral resignation becomes final when the Board takes action.

B. Separation Due to Staff Reduction

1. Manner of Staff Reduction

Reduction in the number of paraprofessionals due to a general retrenchment, closing of school, or termination of a service or activity and which requires the termination of services of any number of paraprofessionals shall be done in such manner as will be fair and equitable to the paraprofessionals affected and shall generally be based on factors relating to length of service, but shall also preserve the right of the Board to retain any paraprofessional whose skills are determined by the Board to be essential to efficient operation of the district. The decision to reduce staff shall be solely and exclusively made by the Board.

2. Staff Reduction Transfer

Where possible, a paraprofessional affected by staff reduction and whose work is satisfactory shall be provided an opportunity to transfer to other open positions for which he/she is trained and qualified.

ARTICLE X DISCIPLINE, SUSPENSION, TERMINATION

A. Discipline

1. Disciplinary Action

Disciplinary action is defined as any action taken by the Board or by a responsible supervisor or any paraprofessional as a result of any action or failure to properly act on the part of the paraprofessional and which may be a factor in the suspension, termination, non-renewal or other specific diminution in the benefits of the paraprofessional and which is recorded and made a part of the specific work record of the paraprofessional. Informal discussions or suggestions for work improvement not subsequently made an action of record shall not be considered a disciplinary action.

2. Just Cause Required

Disciplinary action shall be for just cause.

3. Written Reports

Any written letter or notification of reprimand and any report of a disciplinary conference shall be considered a disciplinary action and shall be made a part of the personnel file of the paraprofessional.

4. Employee Notification and Response

A copy of any written report of disciplinary action shall be given to the paraprofessional and the paraprofessional shall have the right to file with the report a statement of clarification or refutation. Any complaint against a paraprofessional shall promptly be called to the attention of the paraprofessional. Any complaint not called to the attention of the paraprofessional shall not be used as the basis for any disciplinary action against the paraprofessional.

5. Prior Discussion

No disciplinary action shall be taken against any paraprofessional until the cause for and nature of the action has been discussed with the paraprofessional.

B. Suspension

1. Right of Appeal

Any paraprofessional suspended from duty shall have the right to appeal such suspension through the grievance procedure.

2. Salary Payments During Short-Term Suspension

When the suspension is for disciplinary reasons, payment for salary may be withheld upon order of the Superintendent or his/her designee.

C. Termination of Employment by the Board

Employment of any paraprofessional may be terminated by the Board upon recommendation of the Superintendent.

1. Notice of Termination

Any paraprofessional whose termination of employment is to be recommended to the Board by the Superintendent shall be given prior written notice of such intent sent to the last official address filed with the district by the paraprofessional.

2. Terminal Pay

Any paraprofessional whose services are terminated by the Board for reasons other_than cause shall receive compensation for not less than ten days' employment subsequent to receipt of notice of Superintendent's intent to recommend termination.

3. Termination Review by Board

a) Any paraprofessional whose employment is terminated may request and will be granted an opportunity for a hearing before a committee of Board members who shall consider relevant evidence and recommend to the Board such action they may deem proper. Any request for termination review shall be filed in writing with the clerk of the Board within ten (10) days of the date of notification of termination of employment. Time and place of the hearing shall be established by the Board. Such review hearing shall be in lieu of any grievance proceeding provided by the terms of this agreement.

b) Termination by the Board shall be for just cause

4. Board Decision Final

The decision of the Board following a termination review hearing shall be the final administrative action by the employer.

D. Just Cause Defined

Grounds for just cause include but are not limited to:

- 1) Inefficiency or in competency in the performance of duties, or inability to perform the duties;
- 2) Negligence in the performance of duties;
- 3) Careless, negligent or improper use of district property.
- 4) Failure to maintain satisfactory and harmonious relationships with the public and fellow employees;
- 5) Habitual of flagrantly improper use of leave benefits;
- 6) A habitual pattern of failure to report for duty at the assigned time and place or to remain on duty;
- 7) Gross misconduct or conduct grossly unbecoming a district employee;
- 8) Conviction of a criminal act;
- 9) Immoral conduct;
- 10) Willful abuse of misappropriation of district funds, materials, property or equipment;
- 11) Making a false statement of material fact in the district's application for employment;
- 12) Participation in any action that would in any way seriously disrupt or disturb the normal operation of the district;
- 13) Willful damage to or destruction of district property;
- 14) Willful endangerment of the lives or property of others, or both;
- 15) Possession of unauthorized firearms or other lethal weapons while on the job;
- 16) Mistreating, neglecting or abusing students;
- 17) Refusal to accept a reasonable and proper assignment from an authorized supervisor (insubordination);

- 18) Being under the influence of alcohol or drugs while on the job;
- 19) Knowingly releasing confidential information from official records;
- 20) Use of the paraprofessional=s employment position, use of the paraprofessional’s time on the district job or use of district property or facilities by the paraprofessional in connection with a political campaign;
- 21) Gross carelessness or gross negligence;
- 22) Grossly improper use of district property;
- 23) Sexual harassment arising out of or in connection with employment; and
- 24) Violation of district policy.
- 25) Failure to complete 20 hours of annual in-service training.

E. *Right to Representation*

Any paraprofessional who is terminated may be represented by any person or representative of an organization of his/her choosing at the conference where the notice of termination is provided.

ARTICLE XI RESOLUTION OF GRIEVANCES

The purpose of grievance procedures is to secure at the lowest possible administrative level equitable solutions to grievances.

A. *Definitions*

1. Grievance: a charge by one or more paraprofessionals or the Association, which allege a violation, misapplication or misinterpretation of this memorandum of agreement.
2. Grievant: The paraprofessional(s) or the Association presenting a grievance.
3. Department: Any school office or administrative unit of the Board.
4. Immediate Supervisor: The supervisory staff member in the department or

building unit wherein the grievance exists and who assigns and supervises the paraprofessional(s) work and approves his/her time record or evaluates his/her work performance.

5. Party in Interest: a person or group of persons, including the Board through its staff, who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedures for Resolution of a Grievance

Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and an effort shall be made to expedite the process. Time limits specified may be extended by mutual agreement.

1. Level I:

A paraprofessional with a grievance shall first discuss it personally with his/her immediate supervisor with the objective of resolving the matter informally. Any such grievance shall be presented to the immediate supervisor by the paraprofessional within a period of ten (10) days after the incident occurs specifying the grievance and requesting a conference to discuss it.

2. Level II:

In the event that the paraprofessional is not satisfied with the disposition of the grievance at Level I or in the event that no decision has been rendered within five (5) days after presentation of the grievance, the paraprofessional may present it as a formally written grievance to the immediate supervisor on the form prescribed herein. The filing of such a form shall be considered as a request for a conference to discuss the grievance.

- a. Within five (5) days following presentation of the grievance, the immediate supervisor shall discuss the grievance with the paraprofessional and if the paraprofessional so elects, he/she may be represented by any person of his/her choosing. If the paraprofessional elects to be so represented, then the immediate supervisor shall have the option to be represented by the Superintendent or a designated representative of the Superintendent. In the event that both the paraprofessional and the supervisor chooses such representation, Level III procedures may be waived at the election of either party.

- b. Within five (5) days after discussion of the written grievance, the immediate supervisor shall make a decision and communicate the same in writing to the paraprofessional presenting the grievance.

3. Level III:

In the event that the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may file the grievance in writing with the Superintendent either within ten (10) days after receiving a response at Level II or within fifteen (15) days after discussion of the written grievance at Level II, if no response is received.

- a. Within ten (10) days after receipt of the grievance, the Superintendent or a designated representative shall meet with the grievant in an effort to resolve it. A designated representative must be an administrator who is not named in the grievance and who has not advised the immediate supervisor relative to the matters contained in the grievance.
- b. The grievant may be represented by any person or representative or an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
- c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such a list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
- d. The decision of the Superintendent or a designated representative shall be given to the grievant in written form within (10) days after meeting with the grievant.

4. Level IV:

In the event that the grievant is not satisfied with the disposition of the grievance at Level III, or in the event no decision has been rendered within seven days after the grievant has first met with the Superintendent or a designated representative, the grievant may file the grievance in writing within seven (7) days with the Clerk of the Board.

- a. Within ten (10) school days after the first meeting of the Board at which the written grievance is presented, the Board or hearing examiner(s) appointed from its members shall meet with the grievant for the purpose of resolving the grievance.
- b. The grievant may be represented by any person or representative of any organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
- c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
- d. Any Board hearing examiner(s) appointed shall make a report of finding and recommendations to the Board and the decision of the Board shall conclude the district's grievance process.
- e. The hearing examiner(s) shall make their report to the Board within ten (10) days following the conclusion of the hearing or at the first Board meeting thereafter. The Board shall make a final disposition of the matter in not less than seven (7) days after receiving the report or at the first Board meeting thereafter unless the Board determines a need for further testimony or information. In such case, the Board's decision shall be made and given to the paraprofessional within ten (10) days after receipt of such additional testimony or information.
- f. The final decision of the Board shall be given to the paraprofessional in written form within seven (7) days after the decision is made.

C. *Miscellaneous Grievance Resolution Provisions*

1. Forms

Forms for the filing of grievances shall be furnished by the Superintendent's office and shall conform to the provisions of this Agreement. Grievance forms may be obtained from principals, the district personnel office or the Association.

2. Written Material Required

Beyond Level I in the grievance procedure, all related facts, appeals, and decisions shall be in writing.

3. Closed Hearings

All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly involved in the hearing.

4. Separate Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party(s) in interest.

5. No reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of his/her participation in the grievance procedure.

6. Right to Informal Discussion

Nothing herein contained will be construed as limiting the right of any paraprofessional having a complaint or dispute to discuss the matter informally with any appropriate member of the administrative staff.

7. Initial Filing at Level III

If the grievance is such as to be beyond the authority of the immediate supervisor, such grievance may be initiated and filed at Level III.

8. Days

Days when school is not in session shall be excluded in computing the number of days within which action must be taken or notice given, except that after the close of the school year, days shall be counted as days on which the central office of the Board is regularly open for business.

ARTICLE XII RIGHTS OF THE ASSOCIATION

A. *Membership Communication*

1. Use of Mail Boxes and Bulletin Boards

Duly authorized representatives of the Association shall be allowed to place Association notices, circulars, or other material (exclusive of local, state, and national political campaign material) dealing with activities or concerns of the Association in building mailboxes and on bulletin boards that are accessible to school employees. A copy of any such notices, circulars, or other material shall be provided to the building principal or supervisor before being placed in mailboxes or on bulletin boards.

2. Meeting With Representative During the Work Day

A duly authorized representative of the Association may meet with a paraprofessional or paraprofessionals during the duty free lunch period. The principal or staff member in charge shall be notified in advance of the meeting. The location of the meeting shall be approved by the principal or staff member in charge. Any meeting between a paraprofessional or paraprofessionals and an Association representative shall be scheduled so as not to interfere with nor interrupt the education program or other responsibility.

B. *Use of School Facilities and Equipment*

1. Advance Authorization Required

The Association may be authorized to use various schools and meeting rooms therein provided that authorization for such use has been secured at least twenty-four (24) hours in advance from the principal or administrator in charge of the building and provided further that no such meeting shall extend beyond 5:00 p.m. and shall not interfere with activities of the school.

2. Use of Building After 5:00 p.m.

Any use of buildings after 5:00 p.m. by the Association shall be on the basis of Board policy relating to general public use of facilities.

3. Use of School Equipment

No school equipment shall be employed in the conduct of Association activities except as provided in Board policy.

C. *Dues for Membership In NEA-KCK*

1. Authorization of Deduction

Upon written authorization by the individual paraprofessional executed on an approved form, membership dues in NEA-KCK will be deducted from the paraprofessional's salary and remitted to NEA-KCK at the rate of 1/9th of the total annual dues amount per month beginning September and ending in May.

2. Initiation and Continuation

Such authorization forms for dues deduction shall be filed at any time during the school year, but the Board shall not be required to make new deductions from the payroll for any month except for September if the authorization is delivered to it later than the first day of the month in which the deduction is to be made. For September, the authorization shall be done on or before the 10th day. Deductions shall continue in succeeding years unless and until authorization for deduction is modified or revoked in writing by NEA-KCK or the paraprofessional or the paraprofessional's employment is terminated.

3. Filing and Notification Requirements

NEA-KCK shall be responsible for filing of all authorizations with the Board in a timely manner as set forth in Section C., paragraph 2.

4. Responsibility for Remittance of Dues

If a payroll warrant is not issued to a member during any one or more of the months covered in the period indicated the Board assume no responsibility for payment not made to NEA-KCK.

5. Release and Indemnification

NEA-KCK shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with the provisions of this agreement, or in reliance on any list, notice, certification, or authorization furnished under this agreement between the parties for deduction.

D. Leave for Association Purposes

Designated paraprofessional representatives of the Association shall be entitled, upon advanced notice of at least five (5) working days and approval of the Superintendent of Schools or his designated representative, to draw on a bank of twelve (12) days of leave for the purpose of conducting business of the Association. Such leave shall not be granted during the first or last (10) working days of an individual paraprofessional's duty year, nor on any district in-service day if the paraprofessional is expected to attend an in-service program. The Association agrees to reimburse the district for the cost of substitute paraprofessionals for any of the six (6) days of leave after the first six (6) days of leave are taken if the district hires a substitute.

E. Copies of Agreement

The board will provide access to this agreement via the district website to all paraprofessionals.

ARTICLE XIII OFFICIAL PERSONNEL RECORDS

A. *Official Personnel Records*

1. Contents of Records

The employee's official personnel record shall consist of the following:

- (a) Employment application
- (b) Statement of reference and recommendation
- (c) Official transcripts
- (d) Required certificate or license
- (e) Required medical information
- (f) Employment information, i.e., social security number, birth certificate, photograph
- (g) Copy of annual contract (where applicable)
- (h) Evaluation reports
- (l) Correspondence
- (j) Other pertinent matters related to employment

2. References of Closed File

Statements of reference and recommendations relating to employment and promotion shall not be open for examination to the employee.

3. Location of Records

The official personnel records shall be located in the central administrative offices of the Board.

4. Employee Access to District Personnel File

All material compiled in an employee's official personnel file during the period of employment, shall be available for inspection by the employee during regular hours of the Human Resources Office. Excluded from the employee's inspection shall be any references gathered as a result of the employee applying for another position within the district. The employee may obtain, upon written request, a copy of material in his/her file not excluded from his/her inspection. At the

employee's option, a person of the employee's choosing may accompany the employee for inspection. At the option of the administration, a Human Resources Office employee may be present during the inspection by the employee.

5. Employee's Right to Respond

The employee shall have the right to respond to any material subject to inspection in his/her personnel file. Such response shall be affixed to the material and placed in the employee's file.