

**SUPPORT PROFESSIONAL CONTRACTUAL
AGREEMENT**

July 1, 2021 - June 30, 2024

between

Delta/Greely School District REAA #15

and

**Delta/Greely Educational Support Professional
Association**

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AGREEMENT EXECUTION

WHEREAS the representatives of the Board of the Delta/Greely School District and the representatives of the Delta/Greely Educational Support Professional Association have negotiated the terms and conditions of an Agreement between the Board and the District's non-certificated personnel; and

WHEREAS the Association has certified in writing to the Board that the Agreement has been ratified by a majority of the members of the Association; and

WHEREAS the Board has ratified the Agreement by the affirmative vote of a majority of the Board at a duly convened public meeting;

BE IT THEREFORE RESOLVED that the Board and the Association do hereby fully execute the Agreement by affixing the signatures of the Board President and the Association President hereto.

President
Delta/Greely School Board

President
Delta/Greely Educational Support Professional
Association

Date

Date

100 SERIES -- SALARY

105 - Job Classifications and Pay Scale

Grade

Food Service I1
 Secretary I/Custodian/Community Schools Aide/Food Service II2
 Secretary II/Administrative Clerk I/Translator/Library Aide/Paraprofessional/Tutors3
 Administrative Clerk II4
 Food Service III, Lead Custodian,5
 Maintenance Person/Computer Technician/School Nurse/Sign Language Interpreter
 /Child/Family Development Coordinator.....6

Pay Scale

FY 2022-2024

Step	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$15.30	\$16.01	\$16.65	\$17.65	\$18.69	\$19.79
2	\$16.41	\$17.12	\$17.81	\$18.90	\$20.01	\$21.21
3	\$17.57	\$18.32	\$19.06	\$20.22	\$21.39	\$22.64
4	\$18.80	\$19.61	\$20.42	\$21.66	\$22.91	\$24.21
5	\$20.10	\$20.98	\$21.81	\$23.18	\$24.84	\$25.89
6	\$21.52	\$22.47	\$23.33	\$24.80	\$26.22	\$27.74
7	\$22.17	\$23.12	\$24.04	\$25.55	\$26.99	\$28.61
8	\$22.84	\$23.81	\$24.76	\$26.32	\$27.80	\$29.46
9	\$23.52	\$24.53	\$25.50	\$27.12	\$28.64	\$30.34
10	\$24.23	\$25.27	\$26.27	\$27.91	\$29.49	\$31.26
11	\$24.96	\$26.03	\$27.07	\$28.74	\$30.38	\$32.18
12	\$25.71	\$26.82	\$27.90	\$29.57	\$31.30	\$33.14
13	\$26.49	\$27.63	\$28.75	\$30.44	\$32.24	\$34.13
14	\$27.28	\$28.46	\$29.62	\$31.34	\$33.21	\$35.15
15	\$28.11	\$29.32	\$30.52	\$32.26	\$34.21	\$36.20
16	\$28.95	\$30.21	\$31.44	\$33.20	\$35.23	\$37.28
17	\$29.83	\$31.11	\$32.40	\$34.17	\$36.29	\$38.39
18	\$30.73	\$32.06	\$33.38	\$35.18	\$37.38	\$39.53
19	\$31.65	\$33.03	\$34.40	\$36.22	\$38.52	\$40.72
20	\$32.60	\$34.03	\$35.44	\$37.28	\$39.67	\$41.92
21	\$33.59	\$35.06	\$36.52	\$38.37	\$40.86	\$43.18
22	\$34.60	\$36.12	\$37.63	\$39.50	\$42.09	\$44.47
23	\$35.64	\$37.22	\$38.77	\$40.66	\$43.36	\$45.79
24	\$36.71	\$38.34	\$39.94	\$41.85	\$44.67	\$47.15
25	\$37.82	\$39.50	\$41.16	\$43.08	\$46.01	\$48.57

In FY2022, there will be a one time retention and recruitment bonus equal to 2.5% of an employee’s base salary. This will not be considered eligible compensation for the Alaska

Public Employee's Retirement System. This payment will be made no later than October 31, 2021.

110 -- Placement

Initial placement of an employee on the District pay plan will be at Step I within the appropriate pay grade except when, in the Superintendent's judgment, advance placement is warranted, one or two additional steps may be granted.

Upon movement of an employee by lateral transfer, promotion to a higher pay grade, or demotion to a lower pay grade, placement on the pay plan shall be at the same step as the employee occupied prior to the movement.

Movement of an employee to a higher pay step within a pay grade will only occur on July 1 annually, upon satisfactory evaluation of performance, provided that, if the evaluation is delayed beyond the July payroll, any step increase due July 1 will be automatically granted.

An exempt classified employee moving into a bargaining unit position shall be placed at a step commensurate with their years of experience in the exempt position.

111 – Wage Schedule Conditions

In order for the classified employee to qualify for extra movement on the salary schedule, he/she must file an application on the District provided form for the Superintendent's approval. The Superintendent shall approve credits/courses for advancement on the salary schedule which meet at least one of the criteria:

1. Credits/courses in the classified employees current assignment.
2. Credits/courses in the classified employees field.
3. Credits/courses which help prepare the classified employee to accomplish the District's goals and objectives, subject to the specific approval of the Superintendent.
4. Movement per eighteen (18) college credits or the equivalent will be in two step increments. Only one movement will be allowed per fiscal year, to a maximum of two (2) movements (which equals four (4) step increases) total. Twenty five (25) hours of course or training equals one (1) college credit and to be approved by Superintendent.
5. After October 15th no changes in the salary placement shall be made except in cases of error. Classes completed prior to this negotiated agreement (prior to July 1, 2012) do not qualify for grade level movement.
6. If the employee receives a "satisfactory" or better evaluation or if no evaluation is received, the employee shall be entitled to a Step advancement on the wage schedule in the next fiscal year.
7. Newly hired employees must earn their eighteen (18) credits subsequent to their hire day.

115 -- Salary Administration

- A. Pay shall be computed at the hourly rate times the number of hours worked.

Employees may review and/or receive copies of their time sheets upon advance request to the Business Office.

Should overpayments to employees occur, such overpayment shall not be deducted from the employee's paycheck until the employee has been notified of the overpayment. A repayment plan may be formulated by mutual agreement.

- B. Pay Periods: A pay period shall be bi-weekly. Paydays shall be every other Friday. If the payday falls on a Holiday, then the last working day prior will be the payday. All newly hired employees will be required to receive their compensation through direct deposit.
- C. Overtime Pay: The District will pay employees at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for any hours worked beyond 40 pay status hours in one work week. Pay status shall only include actual time worked, approved personal and sick leave, and holidays. Compensatory (comp) time at one and one-half (1 1/2) times the hours actually worked in overtime, may be taken in lieu of overtime, by mutual agreement of both parties.

All overtime and/or compensatory time shall be approved in advance or assigned by the supervisor. Overtime shall normally be assigned on a voluntary basis. However, the District expressly reserves the right to require overtime when circumstances warrant.

- D. Work Day/Week/Year: A normal work day shall be a maximum of 8 hours, excluding a scheduled, duty free, thirty (30) minute lunch period, except that the lunch period shall range from 30-60 minutes in the District Office. Employees working 7.5 hours a day shall be allowed fifteen (15) minute breaks approximately mid-way between the first half and the second half of the work shift. Any employee working 5 hours shall be allowed a 15 minute break once during their shift. Modifications to this break schedule MAY be made with prior approval of the Supervisor.

The normal work week shall be five (5) consecutive days in any scheduled seven (7) day period beginning Sunday and ending Saturday.

By mutual agreement, the District and the affected employees may arrange alternate work weeks.

The full time equivalent minimum work year for designated positions shall be as follows:

1. Custodian – 1575 hours.
2. Maintenance I—1575 hours.
3. Maintenance II – 1875 hours.
4. Administrative Clerks – 1800 hours.

5. Secretary I & II – 1568 hours.
6. Library Aides, Paraprofessionals, Food Service, Community Schools Aide, Computer Technician, School Nurse, Dominant Language Tutors and Bilingual Translators/Interpreters Bilingual – 1281 hours.
7. Computer Technician – 1373 hours.

The parties agree that additional work days beyond the minimum work year may be scheduled by the administration.

For those full- and part-time employees who have been continuously employed since October 15, 1999, including any time on the recall list, any time on an approved leave, and any time on non-work status pursuant to Article 215, not to exceed one year, the minimum work day for their positions shall be no less than the number of hours worked during a normal work day in FY '99. This minimum number of hours does not apply to "minimum days," such as in-service, parent/teacher conference, and end of quarter days.

Employees in the above-designated positions shall be notified by the last day of school of their tentative assignments, and the beginning and end dates of work for the following year. Should the employer subsequently determine changes are necessary; the affected employee shall be notified in writing.

- E. Call Out: If an employee who has left his/her work location at the end of a shift is called back to work, he/she shall receive a minimum of two (2) hours call out pay at the straight time rate or at the rate of one and one-half (1 ½) times the regular hourly rate of pay for any hours worked beyond 40 pay status hours in one work week.

Employees required to work on one of their approved holidays will be paid their regular holiday pay plus 1 ½ times their regular hourly rate of pay for a minimum of two (2) hours or actual hours worked.

- F. Should the employer determine an overall reduction in bargaining unit hours is necessary as a cost saving measure, no such "across the board" reduction will occur before the Association and the District have had the opportunity to discuss alternative cost saving methods.

Should the employer determine an overall reduction in the hours within a classification is desirable, no such reduction in hours will occur before the Association and the District have had the opportunity, within five (5) working days, to discuss alternative measures.

- G. District procedures shall be followed regarding release time for emergency services volunteers.

120 - Extra Curricular

Extracurricular activities, when the activity is required by the District, are defined as activities involving the coaching of athletics, related activities to athletics, or extensions of classroom related services.

An extracurricular contract for work outside of the workday shall be entered into by the Delta/Greely School Board and the employee involved in the extracurricular activity. The contract will be issued at least ten (10) days prior to the beginning of the activity when possible and will contain the following: title of activity, money to be paid, signature of employee, date of acceptance and date of commencement of the activity. Compensation for the extracurricular activity shall be added to the employee's yearly salary for the purpose of counting towards retirement.

Final payment will be based on the actual calculation based on the following system at the end of the activity season, or year. The employee will be paid at the fulfillment of his/her contract on the next regular payday.

Range 1 - \$500.00

Freshman Sponsor
Sophomore Sponsor
Yearbook Advisor DES, DJHS, DHS (with a class)
Elementary Coaches
National Honor Society
Academic Decathlon (DHS)
Flight Club
Math Counts
JH Track
National Junior Honor Society

Range 2 - \$1000.00

JH Cross Country
Junior Sponsor
Senior Sponsor
JH Student Council
Battle of the Books
JH Cheerleading
Elementary Band
BPA
Drama HS (with no class)
HS Music
Robotics (with no class)

Range 3 - \$1500.00

HS Cheer
HS Student Council
Broadcast Media

HS Yearbook (with no class)

Range 4 - \$2650.00

- JH Boys Basketball
- JH Girls Basketball
- JH Volleyball
- JH Wrestling
- HS Cross Country
- HS Rifle

Range 5 - \$3500.00

- HS Boys Basketball
- HS Girls Basketball
- HS Volleyball
- HS Hockey
- HS Softball
- HS Baseball
- HS Co-Ed Soccer
- HS Track
- HS Wrestling

Range 6 -

- JH AD \$4200.00
- Elementary AD \$1400.00

Range 7

HS AD will receive in base compensation the following pay schedule. The 10% longevity bonus increase will not apply to the HS Athletic Director position for ten or more years of service.

HS Athletic Director pay schedule:

Step 0 Year 1	7,000
Step 1 Year 2	7,000
Step 2 Year 3	7,000
Step 3 Year 4	7,000
Step 4 Year 5	7,000
Step 5 Year 6	7,700
Step 6 Year 7	8,400
Step 7 Year 8	9,100
Step 8 Year 9	9,800
Step 9 Year 10	10,500

All Assistant Coaches paid at 60% of head coach's base pay.

DGSD will pay for any ASAA required training for coaches.

Class advisors who stay with a class of students from freshman year through senior year will receive a \$500 bonus.

All Advisors and Coaches will receive a longevity bonus. Those with five (5) through nine (9) years of experience will get a 5% increase in base compensation. Those with ten or more years of experience will get a 10% increase in base compensation.

Employees with an extracurricular contract will be provided access to the building and rooms used for activity during the activity season and when permission is granted.

All extracurricular assignments shall be voluntary. The District shall give the employee prior notice that acceptance of the extracurricular assignment may include a requirement that he/she drive students to the extracurricular activity.

125 - Insurance

The District agrees to offer group health and *life insurance to the employee, spouse and dependents based on plans chosen by DGEA and DGESPA. For FY 2022, the District will pay the following monthly amounts for such insurance:

Tiered Rate Plans:

Employee Only -	\$ 729.00
Employee & Spouse -	\$1540.50
Employee & Children -	\$1437.00
Employee & Family -	\$2243.00

The amounts over these caps will be covered by the employee. For the subsequent two years of this contract (FY2023 and FY2024), any increases or decreases in the cost of insurance will be split equally between the District and employees.

Employees may choose to waive their health insurance if they can show that they are covered under another health insurance plan that meets the requirements of the Affordable Care Act. Employees may waive their health benefit upon hire or during the annual “open enrollment”.

For each employee who waives their health benefit; an annual amount, equal to the negotiated District insurance waiver cap \$1,301.00, will be set aside and allocated in the following manner.

Each employee who waives their health benefit will receive a rebate equal to the out of pocket cost for the certified Public Education Health Trust Medical Plan B/Dental Plan B plus 20%. This rebate is a cash payment in lieu of benefit, is taxable at the employee’s usual tax rate and is non-retirement eligible. This will be distributed in 19 equal installments and included on established pay periods.

The balance of the waived benefit monies will be calculated as follows: ten percent of the balance will be retained by the District and ninety percent will be divided among all

permanent employees hired prior to September 30. This rebate is taxable and will be paid no later than November 30 each year.

All amounts will be prorated for part time employees.

Any changes to health insurance may only be made during the annual open enrollment period established by the insurance provider.

The District agrees to provide health insurance for employees on a twelve (12) month basis. Employees who terminate employment prior to the end of the school term will be covered until the last day of the month in which their employment terminates.

*Horace Mann for Life Insurance

130 - Retirement Benefits

In addition to Social Security, the District shall participate in the Public Employees Retirement System for all bargaining unit employees in permanent positions who have successfully completed an initial probationary period.

200 SERIES - LEAVES

205 - Sick Leave Bank

1. Purpose

- A. The Sick Leave Bank is hereby established to enable an employee, including a non-bargaining unit exempt classified employee, because of unusual circumstances, to receive continuing sick leave benefits after accrued sick leave has been exhausted. Eligible employees can only join the bank by September 15th of any school year or within 30 days of initial employment.
- B. Elective medical treatment that can be performed during vacation or when school is out for the summer, shall not be eligible for Sick Leave Bank use.

2. Eligibility

- A. Any employee may become a member of the Sick Leave Bank by contributing no less than one (1) or more than four (4) days of sick leave to the bank. No member may draw more than twice the number of days sick leave he/she has accumulated before the first day of school in any year, or twenty-four (24) days, whichever is the greater, provided there is sufficient leave time available in the Bank. However, no member may draw more than thirty-five (35) days in any school year.

- B. All transferred leave is final and not recoverable for credit to the employee's personal sick leave allowance.
- C. In no case shall the Bank exceed 200 days from year to year. Should the Bank fall below 60 days in any school year, one (1) additional day of sick leave will be required for continuing membership in the Bank for that year.
- D. Requests for withdrawals from the Bank shall be approved by the committee when the following criteria have been met:
 - 1) All accumulated individual sick leave and all but 5 days of personal leave has been exhausted.
 - 2) A doctor's certificate is presented verifying the employee's need for leave.
 - 3) Sick Leave Bank is used only for an individual member's illness or injury.
- E. The Sick Leave Bank shall be audited at the end of each school year by a representative of the Association and representative of the Administration.
- F. There will be a Sick Leave Bank Committee composed of two (2) members appointed by DGESPA and two (2) members appointed by the Delta/Greely School District. The only role of the Sick Leave Bank Committee is to ensure that the language of this article is followed.

210 - Sick Leave

- A. All employees working full time in the District are entitled to one and one-third (1-1/3) days per month worked of sick leave with pay. Part time employees will earn sick leave on a pro-rated basis. Unused sick leave shall be allowed to accrue without limit.

Sick leave will accrue from the first (1st) day of employment.
- B. An employee shall be entitled to use accrued sick leave in the event of serious illness or injury of a member of the employee's immediate family. Sick leave may be used for legal dependents for any illness or injury.

An employee may use up to ten (10) days per year of accumulated sick leave in the case of death.
- C. Sick leave is allowable for employees' medical, vision and dental appointments; however, when possible, such appointments should be scheduled outside of the employee's normal work time. The employee shall give his/her supervisor as much advance notice as possible of sick leave use.
- D. An employee shall be entitled to use accrued sick leave for his/her personal illness or injury. At the onset of any disability anticipated to extend beyond fifteen (15) working

days, the employee will provide his/her immediate supervisor a physician's statement estimating the length of the leave and probable date the employee will return to work.

- E. Should the District suspect sick leave abuse, the District may require a doctor's certificate for any term of sick leave usage, notwithstanding other provisions of this Article. After three (3) consecutive days of sick leave use, the District may require a doctor's certificate. The District reserves the right to request a second opinion, at District expense. A doctor's statement may be requested by the District to verify the employee's fitness to work.
- F. Upon termination or lay-off, an employee will not be paid or otherwise compensated by the District for unused sick leave. Employees may cash in up to 30 days of accrued sick leave upon taking a PERS retirement.
- G. Employees who become ill or injured while on personal leave shall be entitled to convert personal leave to sick leave, if sufficient sick leave is available, upon receipt by the employer of appropriate medical certification.
- H. Elective medical treatment that can be performed during vacation or when school is out for the summer shall not be eligible for sick leave.

211 – Parental Leave

Maternity leave shall be granted to all pregnant employees whether tenured or non-tenured. Up to 30 workdays may be taken for paid leave from accrued sick leave if the employee so desires; otherwise, the leave shall be without pay. Up to eight (8) days of accrued sick leave may be taken as paternity leave immediately following the birth of the employees' child. Employees adopting may use up to eight (8) days of accrued sick leave at the time of adoption.

The District retains the right to secure a second (2nd) medical opinion to determine if the employee is capable or not capable of returning to work. The District will pay the cost of the second (2nd) examination, which will include travel and actual medical expense. The District will designate the doctor for the second (2nd) medical opinion. In the event the teacher is determined capable of returning to work, the teacher will suffer no loss of pay for the time required for the (2nd) examination.

215 -- Workers' Compensation

Absences caused by job-related injuries shall be charged as sick leave, if sufficient sick leave has been accrued, until such time as the employee qualifies for workers' compensation.

The first three (3) days should be sick leave, or upon employee request, personal leave or leave without pay, if no other leave is available.

The remaining days could be taken as sick leave, personal leave, or leave without pay, at the employee's discretion. If the employee chooses to use either sick leave or personal leave, and

is paid by the District for that period of time, the combined total of the workers' compensation and the District compensation/portion will not exceed 100% of the regular day's wages.

The amount being reported to the PERS will be employee's normal wages and time, less the wages and time applicable to their workers' compensation remuneration.

If the absence exceeds twenty-eight (28) days and Workers' Compensation then picks up the original three (3) days of paid leave, the District shall credit the employee for any leave deducted as a result of an on-the-job injury.

The District will provide health insurance coverage for employees who have exhausted all of their available paid leave, and who are in "non-pay status". Such health insurance coverage will not exceed the coverage the employee had while in work/pay status.

Employees who were in workers' compensation status may set up indebtedness with the PERS (when they return to work) to pay for the time applicable to the workers' compensation time and wages. Payment of this indebtedness will make them whole for retirement credit (time & wages).

The length of time an employee may be on non-work status, due to the specific disability, shall not exceed one year. Should the disability continue beyond this time, the employee shall be terminated.

220 -- Personal Leave

- A. Full-time employees hired after July 1, 2015 shall accrue personal leave at the following rates:
 - 1) 1st through 10th year: .5 day/month
 - 2) 11th year and forward: 1 day/month

- B. Full-time employees hired prior to July 1, 2015 shall accrue personal leave at the following rates:
 - 1) 1st through 5th years of employment -- 1 day per month
 - 2) 6th through 10th year of employment -- 1 1/2 days per month
 - 3) 11th and forward year of employment – 2 days per month

- C. Part-time employees or those working less than seven and one-half (7 1/2) hours a day will have leave accrued pro-rated accordingly. Employees working less than fifteen (15) hours per week will not earn personal leave.

- D. Personal leave will accrue from the first day of employment. However, a probationary employee cannot use or be paid off for accrued personal leave until the probationary employee successfully completes one-half of the probationary period. Leave will not

accrue during periods of leave without pay. Leave usage must have the advance approval of the employee's supervisor.

- E. Personal leave may accrue to a maximum of thirty (30) working days. Excesses over this amount will be forfeited on September 1 of each year.
- F. Upon termination or lay-off, a regular employee shall be paid for accrued personal leave.
- G. Cash In: Upon written request an employee will receive one-hundred percent (100%) of the cash value of any portion of his/her accrued personal leave through the normal payroll cycle.

225 -- Military Training Leave

An employee is entitled to a maximum of fifteen (15) calendar days per year to participate in scheduled training duty in the National Guard or other Military Reserve unit. Such leave shall be approved upon the employee's presentation of his/her orders. The employee will report all compensation received for such duty and has the option of deducting said pay from his/her regular paycheck or to endorse the checks received for training duty to the District and receive his/her regular pay.

230 -- Court Leave

With the exception of any case where the employee is a plaintiff or defendant, leave shall be authorized for an employee to respond to a subpoena or to perform jury duty. The employee shall report all compensation received for such service and has the option of deducting said pay from his/her regular paycheck or to endorse checks received for such service to the District and receive his/her regular pay.

235 -- Leave of Absence Without Pay

Definition: All Leave Without Pay in excess of twenty (20) days constitutes a Leave of Absence and requires Board Approval. Shorter leaves may be approved by the Superintendent. The maximum time for a Leave of Absence will be one (1) year and should be scheduled to coincide with natural transition times within the year (semesters, trimesters, summer break) when possible.

Eligibility: Tenured teachers and classified staff who have been full time employees of the District for at least three years may be granted a Leave of Absence by the Board upon recommendation by the Superintendent. No more than five staff members may be on a Leave of Absence at a time. Leaves of Absence are not limited to educational purposes.

Conditions:

- All Leaves of Absence shall be without pay or fringe benefits provided; however employees shall be allowed to pay the full cost to continue their health insurance if allowed by the insurance company.
- Seniority will not accrue during a Leave of Absence
- Upon return to work, the employee is not guaranteed their same position but will be placed in a position for which they are qualified.
- Employees on a full year Leave of Absence must notify the District of their intent to return to work by March 1 of the year preceding their return. Failure to do so will be considered a resignation.
- Employees on shorter term absences must return to work on the designated date specified in the granted leave or they will be terminated, unless in the Superintendent's judgment mitigating circumstances exist or the employee has received advance approval to extend the original leave approved.

300 SERIES -- WORKING CONDITIONS

305 - Paid Holidays

Paid holidays for employees are:

- a) New Year's Day (January 1)
- b) Memorial Day (Last Monday in May)
- c) Independence Day (July 4)
- d) Labor Day (First Monday in September)
- e) Thanksgiving Day
- f) Day after Thanksgiving
- g) Christmas Eve (December 24)
- h) Christmas Day (December 25)
- i) New Year's Eve (December 31)

- A. When a holiday falls on a Saturday, the preceding Friday will be observed. When a holiday falls on a Sunday, the following Monday will be observed.
- B. Paid holidays will be permitted only for full- and part-time employees. Employees must be in pay status the regular workday before and after the holiday.
- C. Holiday pay for each job category is based on the standard hours for full-time positions as of FY 18. All job categories with the exception of Paraprofessionals are calculated on a 7.5 hour work day while paraprofessionals are calculated on a 7.0 hour work day. All holiday pay is prorated for part-time positions.

310 -- Probation

There shall be a probationary period of six (6) months for new employees, including rehires. The probationary period is a working test period and shall be utilized for the purpose of closely observing an employee's performance to determine his/her suitability for the position.

Probationary employees may be removed from their position at any time for any reason the employer determines to be adequate.

Upon successful completion of the probationary period, evidenced by an evaluation of satisfactory or better on the District's evaluation rating form, the employee will become a regular employee.

In the event there is an extenuating circumstance, that warrants extension of the probationary period for an individual employee, the administration and the DGESPA president or designee will collaborate and determine the necessity and the length of the extension. After determination, a letter will be sent to the effected employee stating the extension period and the reason for the extension.

315 -- Evaluation

- A. Employees will receive evaluations upon completion of probation and annually thereafter, no later than 14 calendar days prior to employees last scheduled work day.
- B. Evaluations will be based on observation of job performance and will be discussed with the employee. The employee will sign the evaluation and may attach written comments. Signature does not indicate concurrence.

320 -- Personnel Files

All employees' personnel files shall be maintained under the following conditions:

- A. The personnel, payroll, and medical files shall be the only official files of information regarding an employee.
- B. All materials in the employees' personnel files subsequent to employment shall be available to the employee for inspection upon request and in the presence of an administrator.
- C. Except for documents required as a condition of employment and items beneficial to an employees' personal welfare, all material originating within the District shall be filed only after the employee has been provided with a copy. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed. Such signatures do not necessarily indicate agreement with the content of the material.
- D. Evaluation forms and other documents pertaining to employee performance and character shall remain a permanent part of the employees' personnel file, and no such items shall be removed without notification to the employee.
- E. The employee shall have the right to respond in writing to any material filed, and such response shall be included in the file. Any material proved to be false or inaccurate will be removed from the file.
- F. Upon written request, the employee shall be furnished a reproduction of any material in his/her file.
- G. The Superintendent shall be the custodian of the files.

325 -- Vacancies

A. All permanent, vacant positions in the bargaining unit will be emailed to all staff, posted for five (5) days on the district website and in each building prior to filling the position. Before filling any permanent, part-time position established after the effective date of this Agreement, the District shall first consider combining the position with that of any qualified, regular part-time applicant, prior to hiring outside the District.

B. Transfer

Employees may apply for vacant, permanent bargaining unit positions and qualified, regular employees will be considered by the District prior to hiring outside the District. Employees not receiving a requested transfer will be notified of their non-selection in writing.

Before an employee is involuntarily transferred, the transfer will be discussed with the employee, and the employee may request and receive the reasons for transfer in writing.

C. Nine- and ten-month employees are eligible to sign up for summer substitute employment on the District substitute list and, if hired, shall be paid at the Board-established substitute rate.

D. If summer work is the same as or substantially similar to the work of a current position, current employee in that permanent position who have committed to be available for the length of the summer position shall be hired based on the person having the best qualifications for the work required. If all qualifying factors are equal, the hire will be based on seniority. The Lawnmower position is not the same as or substantially similar to custodial or maintenance positions.

If a summer position is the same as or substantially similar to an employee's current permanent position, the employee will be paid at his/her current rate of pay, and the summer position will be considered a continuation of the permanent position. In such case, eligibility for benefits shall be determined based upon hours per week worked in a summer position.

When a summer position is established, it shall be emailed to the association president, posted for at least five days on the district website and at the District Office. Postings will include a closing date. Current employees will be given preference pursuant to this paragraph D. If no current employees apply prior to the closing date, the District may hire an external applicant

330 -- Lay-Off

A. If the Board determines a reduction in force to be necessary, staff will be reduced based on bargaining unit seniority, within job groupings. Least senior employees

within a grouping will be laid off first, next least senior, second, and so forth. In the case of a tie, a neutral party will draw one name from a hat and 2 union members will be present at the drawing.

- 1) Food Service I and II
- 2) Paraprofessional/Library/Community Schools Aides
- 3) Secretarial
- 4) Maintenance Personnel
- 5) Administrative Clerk I and II
- 6) Dominant Language Tutors/Bilingual Translators
- 7) Computer Technician
- 8) Custodial Personnel
- 9) School Nurse
- 10) Food Service III
- 11) Lead Custodian

B. Seniority Calculations

Two defining dates will be determined for each employee:

- 1) Date of Hire will be the first day that the employee works in the bargaining unit position (irrespective of probationary period)
- 2) Seniority Date will be based on continuous employment from the most recent Date of Hire except in situations in which an employee has taken 20 or more consecutive days of leave without pay, including persons on board approved extended leave of absences, in which case seniority will be adjusted by the number of days leave without pay that has been used.
- 3) Employees working less than fifteen (15) hours per week will not earn seniority.

The District will maintain the seniority roster. An initial verification will be conducted and follow-up verification will be done each year for new employees or for those who have their date adjusted due to conditions above.

In the event of lay-off, seniority of persons hired on the exact same date will be determined by a drawing with all parties, union and district representatives.

C. Recall:

Regular employees who are laid off are entitled to recall eligibility for two (2) years from the day of lay-off to a position for which they are qualified. If recalled, employees will be reinstated at the same step in the pay grade to which they are recalled, as the step they occupied prior to lay-off. Seniority and other benefits accumulated, but not paid-off at the time of lay-off, will be restored.

Employees on the recall list remain inactive employees in non-working status, ineligible for compensation or accrual of benefits, but are eligible to apply for vacancies

and transfers. Recall will be in the reverse order of lay-off and mailed to the employee's last known address on file in the District Office by certified, return-receipt mail. The second failure of an employee to respond to a recall notice within ten (10) working days, will be considered a refusal of all positions and the employee will be considered terminated. Employees declining an offer of recall for the second time will be considered terminated.

335 -- Discipline and Dismissal

- A. No employee shall be disciplined, and no regular employee discharged, without just cause. The existence of cause, if disputed, shall be subject to the grievance procedure herein. Discharge of probationary employees is not subject to the grievance procedure in Series 600 of this Agreement, but may be appealed in writing stating the complete facts of the complaint and the relief sought to the Superintendent who shall render his/her decision within ten (10) days of receipt of the appeal.
- B. An employee may, at his/her request, have a representative present when being reprimanded or otherwise disciplined. If the employee requests such representation, the employer will allow reasonable time to secure such representation.
- C. The District and the Association agree to the principles of Progressive Discipline process. Disciplinary action shall begin at the lowest step in the Progressive Discipline process unless the employee is in violation of civil law, the Board's policy on drugs and alcohol, or the employee poses a danger to others.
- D. Progressive Discipline Steps.
It is agreed that the following system of discipline shall be followed in disciplining a bargaining unit member:
 - 1. A written Notice of Concern will be issued to an employee by their evaluating supervisor documenting that a concern exists and the specific corrective change that is expected.
 - 2. Written warning by appropriate administrator.
 - 3. Written reprimand by appropriate administrator.
 - 4. Dismissal for just cause.

340 -- Safety

- A. It is the responsibility of the Employer to provide safe working conditions for all District employees. Applicable federal and state occupational safety laws and regulations shall serve as standards with which all parties shall comply.

It is agreed that all employees are individually responsible for working in a safe and proper manner.

- B. Further, it is recognized that each employee has a primary responsibility for his/her own safety and that the obligation to know and observe safety rules and regulations is

a measure of protection for himself/herself and others. The Employer will, at any time, welcome suggestions from the Association and its individual members which offer ways of improving safety conditions. Should there be a concern about specific safety issues, the employee will promptly notify the supervisor.

C. No employee shall be required to search for a bomb.

No employee shall be required to search students or employees, their lockers, or possessions.

No employee shall be required to administer medicines without documented parental/guardian permission on file.

D. The District will strive to provide first aid training for key personnel in each building on an ongoing basis.

E. Absences caused by job related injury or accident lasting less than one (1) typical workday may be charged as administrative leave.

345 -- Job Description

Each member of the bargaining unit shall be provided with a copy of the appropriate job description for his/her position. Upon placement, the District will provide each employee with appropriate orientation, which shall include instruction concerning the nature of his/her contribution to the educational program. Each new employee will be provided with a job description for his/her position, upon employment. Job descriptions will include, at a minimum:

1. Job title and description
2. Minimum requirements
3. A general statement of required tasks and responsibilities
4. The statement "and other duties as assigned from time to time"
(from "time to time" means not on a daily/weekly basis)

350 -- Mileage

Employees' use of their private vehicle on District-approved, official business which requires additional miles to be driven, shall be reimbursed at the rate established by the Board.

An employee shall not be required to use his/her personal vehicle to transport students.

355 -- Notification

A. Each employee shall give the District two (2) weeks written notice before terminating his/her employment.

- B. The District shall give employees two (2) weeks written notice before lay-off, termination, or permanent movement to another position. Employees terminated for just cause, or suspended for disciplinary reasons, and probationary employees, are exempt from this Section B.

400 SERIES -- CONTRACT CONDITIONS

405 -- Recognition

The Board recognizes the Delta/Greely Educational Support Professional Association as the exclusive bargaining agent for non-certificated personnel. Non-certificated personnel are defined as those occupying Board authorized, permanent positions which do not require Department of Education certification. Excluded from the non-certificated bargaining unit are temporary/substitute employees, the Superintendent/School Board Secretary, supervisory and confidential personnel.

410 -- Agreement Between the Parties

This Agreement is entered into between the Board of Education on behalf of the Delta/Greely School District, Delta Junction, Alaska, herein referred to as the Board or District, and the NEA Delta/Greely Educational Support Professional Association, herein referred to as the Association.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper matter for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, this Agreement terminates all prior agreements, practices and understandings, written or unwritten, and concludes collective bargaining for the duration of this Agreement.

Prior to enacting any change in any mandatory subject of bargaining, which is not established by a provision of this Agreement, or that was not a subject of a written negotiations proposal, the Association shall be notified of the change, thereby allowing negotiations on that change.

415 -- Maintenance of Agreement

- A. This Agreement and each of its provisions is binding and effective upon ratification by both parties.
- B. During its term, this Agreement may not be altered or amended in any part without the written, mutual agreement of the parties.
- C. The Association agrees not to engage in any form of slowdown or strike activity, and the District agrees not to engage in a lockout while this Agreement is in force.

- D. If any article or part of this Agreement is held to be contrary to law, or if compliance with or enforcement of any article or part should be restrained by court action, the remainder of the article and the Agreement shall not be affected. The parties to this Agreement will meet at the earliest reasonable time after such finding for the purpose of resolving any affected provision and that provision only.
- E. If there is any conflict, in whole or part, between the terms of this Agreement and any policy or rule of the District, the terms of this Agreement shall supersede such policies or rules in their entirety.

420 -- Publication of Agreement

The Agreement will be posted on the District Web Site within 30 days after it is signed. Copies of this Agreement shall be printed at the expense of the Employer and distributed to new employees. The document shall be proofread by the Employer and DGESPA before signing.

425 -- Duration

This Agreement shall be effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2024.

430 -- Contracting Out

The District shall not subcontract or contract bargaining unit work out of the School District if subcontracting or contracting work out would result in layoffs or reduction of hours of bargaining unit employees.

The only exception to this section would be the contracting out of the food service program, if it can be established that contracting out would make the program financially viable for the district. In such case, any contract will need to stipulate that current District food service employees have first right of refusal for employment with the contracting party. Such an agreement would not guarantee wages/benefits commensurate to those provided by the District under the negotiated agreement.

500 SERIES -- RIGHTS OF THE PARTIES

505 -- Management Rights

The Association recognizes that all rights and responsibilities to operate and manage the School District are vested solely and exclusively in the Employer, limited by the specific and express provisions of this Agreement. Such rights include:

1. Direct employees; maintain order, efficiency, and work standards; determine hours of work, assignments and work schedules; select, hire, promote, transfer, lay-off, and recall employees; and discipline, demote or discharge employees for cause.

2. Determining staffing levels; create, combine, modify or eliminate any positions; classify and allocate positions; and promulgate and enforce rules, regulations, personnel policies and procedures as may be necessary from time to time.
3. Determine the operational and financial policies of the District; determine the kind, type and location of facilities; implement new and different operational methods and procedures; introduce new or different service methods, or products; determine materials and equipment to be used; and extend, limit, or curtail the whole or any part of the operation.

The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of this Agreement may be submitted to the grievance procedure contained herein.

510 -- Association Rights

- A. Association Use of Facilities: The Association and its representatives will be granted use of the District buildings for meetings at such times that will not interfere with the normal operation of the business of the District and which will entail no cost to the District. The Association use of school facilities will comply with the School District building use policy. The Association will be granted the use of the business machines of the District at reasonable times when such equipment is not otherwise in use. The Association shall furnish all paper and supplies related to such use and shall be responsible for any damage or maintenance charges attributed to their use of the equipment. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board provided in a common area of each building. The Association shall have the right to use district email, the inter-school mail facilities and mail boxes available at each school. The Association shall clearly label the outside of all mail with the Association name and return address.
- B. Association Dues Deduction:
 1. Upon receipt of an employee dues deduction authorization and assignment, the District will make the appropriate payroll deduction as certified by the President of the Association and transmit the monthly dues to the Association. Any requested change in the rate of membership dues will require at least thirty (30) days written notice to the payroll department within thirty (30) days from the opening day of school. After this period of time, the rate will be irrevocable for the term of one year.
 2. The Association agrees to refund to the District, any amount paid it in error on account of the check-off provision. If the Association or one of its agents is found to be in violation of any State, Federal or other law, the Association

agrees to compensate the District for all legal fees in regard to dues deductions incurred in the District in regard to such violation.

3. It is understood and agreed that this dues deduction system is only for the collection of dues and shall not be used for the collection of any Association-imposed fines, penalties, or assessments, nor will it be used for the collection of initiation fees or any other Association charge. Employees who no longer wish to have dues withheld from their checks shall provide written notice to the Association and to the District business office within sixty (60) days from the opening day of school.
4. Along with the monthly dues remittal, the District will provide the Association with a list of all bargaining unit members, showing those for whom payroll deductions were made.

C. The District shall not unlawfully discriminate against, or interfere with any employee's lawful participation in DGESPA membership or activities in accordance with this Agreement.

D. Whenever any bargaining unit member is required, by mutual agreement of the parties to this Agreement, to participate during working hours in grievance proceedings or as an employee's representative before the employer, he/she shall be granted release time and suffer no loss in pay.

E. An Association representative, who is not an employee of the employer and who receives advance approval from the work site supervisor, may have access to bargaining unit members at the work site. Such access shall not substantially interfere with job performance and shall not be unreasonably denied.

F. Association Leave Bank

At the beginning of every fiscal year, ten (10) days of leave with pay shall be made available for the DGESPA use, cumulative to a maximum of twenty (20) days. In addition, each employee may contribute a maximum of seven and one-half (7 1/2) hours annually of personal leave to the bank. Association leave must be approved for the use at least twenty-four (24) hours in advance and will not be unreasonably denied. Use of Association leave must be for legitimate association approved activities and for negotiations. Leave in the bank is not transferable back to employees nor can it be cashed out.

515 -- Non-Discrimination

The Employer and the Association agree that there shall be no unlawful discrimination against any employee on the basis of race, sex, color, religion, creed, age, national origin, marital status, socio-economic/cultural background, political affiliation and membership or non-membership in the Association; provided however, that a claim that this provision has been violated shall not be subject to the grievance procedure herein unless mutually agreed

to by the parties hereto. Provided further, that any claim, complaint, or charge that this provision has been violated shall be deemed waived and unenforceable and the employer and the Association thereby released from any liability if not filed with the appropriate administration agency and/or court of law within one-hundred-eighty (180) calendar days of the alleged act of discrimination.

600 SERIES -- GRIEVANCE PROCEDURES

605 -- Grievance Procedures

1. Definitions

- A. A 'grievant' shall mean an employee, a group of employees, or the Association.
- B. A 'grievance' is defined as a claim by a grievant that there is a dispute or disagreement involving the interpretation or application of the terms of this Agreement.

2. Time Limits

- A. It is important that the grievances be processed as rapidly as possible. Therefore, all time limits shall be considered as maximums and all parties agree to expedite the grievance as rapidly as possible. Time limits provided in this Agreement may be extended by mutual agreement when signed by both parties.
- B. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.
- C. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

3. Appearance and Representation

- A. Effort shall be made to settle the grievance at the lowest possible step of grievance procedure.
- B. The Board recognizes the right of the Association to advise, present, or take action for any aggrieved employee who so requests such representation.
- C. The grievant, or his/her representative, shall inform his/her unit administrator, or the lowest administrative authority capable of resolving the grievance, that a grievance is being initiated.

4. Individual Rights

- A. Any individual employee or group of employees shall have the right at any time to present grievances to the employer and to have such grievance adjusted without the intervention of the Association, as long as the resolution sought is not inconsistent with the terms of this Agreement.

However, no other individual or organization shall have the right to represent employees in any grievance proceeding.

- B. Copies of employer decisions given at any step of the grievance procedure and any grievance whatsoever shall be delivered to the Association. In addition, if the Association is not representing an individual employee or group of employees at Step I-4 or Step II, the Association is entitled to have a representative present as an observer at those steps.
- C. No grievance may be submitted to arbitration at Step III without representation by, and approval of, the Association.
- D. No reprisals shall be taken against any employee because of the employee's legitimate participation in the grievance procedure.

5. Procedure

A grievance form is added as Appendix D. This form shall be used for format and tracking of any grievance.

A. Step I

The Board and the Association acknowledge that it is usually most desirable for an employee(s) and his/her supervisor to resolve problems through free and informal communication.

1. Within ten (10) working days from the time the grievance occurs, the grievant will present his/her concern(s) to his/her supervisor. Within five (5) working days after presentation of the concern(s), the supervisor shall give his/her answer orally to the employee and the Association.
2. If the grievance is not resolved informally, it shall be reduced to writing by the grievant, who shall submit it to the immediate supervisor within five (5) days of his/her receipt of the supervisor's oral answer.
3. The written grievance shall include the date of the filing and date of the alleged violation, specific article of the agreement that was violated, who was harmed, remedy requested, and signature of the grievant(s).
4. The immediate supervisor shall meet with the grievant within five (5) days of the filing date. This meeting time shall be set by mutual agreement.

5. A representative of the Association, or a witness may accompany the grievant at the Step I-4 meeting. The Association representative may speak on behalf of the grievant. The immediate supervisor may have another person present if the grievant is accompanied by a representative.
6. The immediate supervisor shall render his/her decision in writing with reasons, within five (5) days of the Step I-4 meeting.

B. Step II

1. If the grievance is not settled in Step I and the grievant wishes to appeal the grievance to Step II, the grievant may file the grievance, in writing, to the Superintendent within ten (10) days after receipt of the immediate supervisor's written answer.
2. The written grievance shall include the filing, the date of the alleged violation, specific article of the agreement that has been violated, who was harmed, remedy requested, and signature of the grievance(s).
3. The Superintendent shall review the grievance, and arrange for a hearing within ten (10) days of receipt of the written appeal. The Superintendent's decision shall be mailed or delivered to the Association and the grievant within ten (10) days of the hearing.

C. Step III

1. A grievance not settled in Step II of the grievance procedure may be appealed to arbitration by the Association in accordance with the rules of the American Arbitration Association. The Superintendent shall be provided a copy of the appeal.
2. The appeal shall be in writing and must be mailed or delivered to the American Arbitration Association within fifteen (15) days of the Superintendent's written response.
3. If any question arises as to the grievance being arbitrable, such questions will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator which he/she has no power to rule, it shall be referred back to the parties, without a decision or recommendation on its merits.
4. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written decision. The hearing shall be at a time and place mutually agreeable to the Superintendent and the Association. The arbitrator shall have no power to add to or subtract from, modify or amend any

terms of the Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any matter not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

6. Arbitration Cost

Each party shall bear all costs of producing their own witnesses, preparation of exhibits, and other materials, to include the production of a record or transcript of the proceedings, unless such record or transcript is desired by both parties. The fee and expense of the arbitrator, and the cost of the hearing room shall be borne equally by both parties.

700 SERIES

705 – Professional Development

Paraprofessionals required by ESEA and Alaska State Regulations to have specific qualifications to fill their position will be required to meet those requirements in order to become permanent employees. If they are placed in a permanent position without meeting the requirements the District will assess the paraprofessionals skills on the State Paraprofessional Standards and will pay for formal state academic assessment that is required prior to completion of their probationary period.

APPENDIX A -- DEFINITIONS

Association: DGESPA, Delta/Greely Educational Support Professional Association.

Board or District: Delta/Greely Board of Education or Delta/Greely School District REAA 15.

Elective Medical Treatment: Medical treatment, the delay of which will not be detrimental to the health of the employee, or a member of the employee's immediate family (for sick leave use under Article 210 B.), as determined by the employee's or member of the immediate family's physician.

Permanent Position: Board authorized positions with no pre-determined termination date.

Full-Time Employee: An employee in a permanent position who works a minimum of thirty (30) hours per week.

Part-Time Employee: An employee in a permanent position who works a minimum of fifteen (15) hours per week.

Substitute Employee: An employee hired to replace a permanent employee who is on leave. Substitute status shall not exceed one (1) year.

Temporary Employee: An employee who is hired to fill a work overload not to exceed six (6) months, with the exception of aides, whose maximum term of temporary employment will be one (1) school session.

Regular Employee: A full-time or part-time employee in a permanent position who has completed six (6) months of probation and received an evaluation of satisfactory or better.

Confidential Employee: An employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

Supervisory Employee: An employee who has substantial responsibility on behalf of the District regularly to participate in the performance of all or most of the following functions: employ, promote, transfer, suspend, discharge, or adjudicate grievances of other employees, if in connection with the foregoing, the exercise of such responsibility is not a merely routine nature but requires the exercise of independent judgment.

Day: Unless specified otherwise, 'day' as used in this Agreement, shall mean a working day.

Immediate Family: Immediate family includes employee's spouse, father, mother, son, daughter, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchild and legal guardian, daughter-in-law and son-in-law, step family or domestic partner with eligibility to the Public Education Health Trust eligibility requirements.

Superintendent: The Superintendent of Schools for the District, or designee.

Appendix B - DGESPA GRIEVANCE FORM

Grievance # _____
(should start with 4 digit year- # of grievance)

Grievant(s): _____ **Address:** _____

School(s):

SUPERVISOR: _____

Contract section(s) violated: Including but not limited to articles...et al.

Nature of Grievance: On or about...

Remedy: The remedies sought include, but are not limited to:

...And any other remedies that make the grievant(s) whole in all was and are deemed appropriate by the parties.

Grievant _____
Date

Grievant _____
Date

DGESPA Representative for the grievant(s) _____
Date

STEP 1

Decision of the immediate supervisor:

Signature of Supervisor _____
Date

Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of the Aggrieved

Date

STEP 2

1. **Date received by Superintendent (or designee)** _____

2. **Decision by the Superintendent (or designee):**

Signature of Superintendent (or designee)

Date

3. Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of the Aggrieved

Date

STEP 3

Date submitted to Arbitration: _____