

STATE OF MICHIGAN
IN THE COUNTY OF KENT
17TH CIRCUIT COURT

CHRIS JURRIANS, GAIL SCHUILING,
LILA DELINE, RINA SALA-BAKER, and TOM NORTON

Plaintiffs,

v.

Case No. _____

KENT INTERMEDIATE SCHOOL DISTRICT, KENT INTERMEDIATE SCHOOL DISTRICT BOARD, KENT COUNTY EDUCATION ASSOCIATION, BYRON CENTER PUBLIC SCHOOLS, BOARD OF EDUCATION OF THE BYRON CENTER PUBLIC SCHOOLS, BYRON CENTER EDUCATION ASSOCIATION KCEA/MEA/NEA, BYRON CENTER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, COMSTOCK PARK PUBLIC SCHOOLS, COMSTOCK PARK SCHOOL BOARD, COMSTOCK PARK EDUCATIONAL EMPLOYEES ASSOCIATION (CPEEA)/KCEA/MEA/NEA, SCHOOL DISTRICT OF GODFREY-LEE, GODFREY-LEE BOARD OF EDUCATION, GODWIN HEIGHTS PUBLIC SCHOOLS, GODWIN HEIGHTS BOARD OF EDUCATION, GODWIN HEIGHTS SUPPORT STAFF ASSOCIATION, GRANDVILLE PUBLIC SCHOOLS, BOARD OF EDUCATION OF THE GRANDVILLE PUBLIC SCHOOLS, GRANDVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, SCHOOL DISTRICT OF KENOWA HILLS, KENOWA HILLS PUBLIC SCHOOLS BOARD OF EDUCATION, KENOWA HILLS EDUCATION ASSOCIATION, KENOWA HILLS SUPPORT STAFF ASSOCIATION (KHSSA/MEA/NEA), LOWELL AREA SCHOOLS, BOARD OF EDUCATION OF THE LOWELL AREA SCHOOLS, LOWELL EDUCATION ASSOCIATION-MEA-NEA, LOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (LESPA)/MEA/NEA/KCEA, NORTHVIEW PUBLIC SCHOOLS, BOARD OF EDUCATION OF THE NORTHVIEW PUBLIC SCHOOLS, ROCKFORD PUBLIC SCHOOLS, ROCKFORD BOARD OF EDUCATION OF THE ROCKFORD PUBLIC SCHOOLS, ROCKFORD EDUCATION ASSOCIATION R.E.A., ROCKFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION R.E.S.P.A., MICHELLE THOMAS, DAVE PRINDLE, DAVE PATTERSON, KIM PFEIFFER, GREG HAIGHT, YVONNE MURRAY, RUSS GERBERS, NANCY NADLER, PAUL JACOBUS, VICKI FREDLINE, DOUG HAAN, and LORI HELMHOLDT

Defendants.

COMPLAINT

1. This is an original action for declaratory and injunctive relief to void a provision of collective bargaining agreements between various of the Defendants that illegally seek, in violation of MCL 423.215(3)(f), to prevent the “contracting out” or “privatizing” of noninstructional support services.

JURISDICTION

2. This Court has jurisdiction pursuant to MCL 600.605.

VENUE

3. Venue is proper pursuant to MCL 600.1615.

PARTIES

4. Plaintiff Chris Jurrians is a taxpayer who resides within the Kent Intermediate School District. Exhibit A.

5. Plaintiff Gail Schuiling is a taxpayer who resides within the Kent Intermediate School District. Exhibit B.

6. Plaintiff Lila DeLine is a taxpayer who resides within the Kent Intermediate School District. Exhibit C.

7. Plaintiff Rina Sala-Baker is a taxpayer who resides within the Kent Intermediate School District. Exhibit D.

8. Plaintiff Tom Norton is a taxpayer who resides within the Kent Intermediate School District. Exhibit E.

9. Defendant Kent Intermediate School District is an intermediate school district¹ and may be sued.²

10. Defendant Kent Intermediate School District Board is the entity that governs Defendant Kent Intermediate School District.³

11. Defendant Kent County Education Association (KCEA) is the certified bargaining representative⁴ for all the employees at the Kent Intermediate School District.

12. Defendant Michelle Thomas is President of Defendant KCEA and is sued as such. She is employed by the Kentwood School District.

¹ MCL 380.601a.

² MCL 380.604.

³ MCL 380.611.

⁴ MCL 423.201(1)(a).

13. Defendant Byron Center Public Schools is a “general powers school district”⁵ operating in Kent County.
14. Defendant Board of Education of the Byron Center Public Schools is the governing entity of Defendant Byron Center Public Schools.⁶
15. Defendant Byron Center Education Association KCEA/MEA/NEA is the certified bargaining representative for the instructional staff employed by Defendant Byron Center Public Schools.
16. Defendant Dave Prindle is President of Defendant Byron Center Education Association KCEA/MEA/NEA and is sued in that capacity.
17. Defendant Byron Center Educational Support Personnel Association is the certified bargaining representative for “custodial, maintenance, mechanics, grounds employees, building administrative assistants, [and] food service personnel” employed by Defendant Byron Center Public Schools.
18. Defendant Dave Patterson is President of Defendant Byron Center Educational Support Personnel Association and is sued in that capacity.
19. Defendant Comstock Park Public Schools is a general powers school district operating in Kent County.
20. Defendant Comstock Park School Board⁷ is the governing entity of Defendant Comstock Park Public Schools.
21. Defendant Comstock Park Educational Employees Association (CPEEA)/KCEA/MEA/NEA is the certified bargaining representative for instructional staff employed by Defendant Comstock Park Public Schools.
22. Two entities, Defendant KCEA and Defendant Comstock Park Educational Employees Association (CPEEA)/KCEA/MEA/NEA, both appear in the collective bargaining agreement for “building maintenance, mechanics, custodial and grounds, educational assistants, secretarial, clerical and copy machine operators, food service and transportation employees” employed by Defendant Comstock Park Public Schools.
23. Defendant Kim Pfeiffer is President of Defendant Comstock Park Educational Employees Association (CPEEA)/KCEA/MEA/NEA and is sued in that capacity.

⁵ MCL 380.11a.

⁶ MCL 380.11a(5).

⁷ “Comstock Park School Board” is the name that appears in the Comstock Park Public Schools’ education support personnel contract, and it seems to be used frequently. Nevertheless, the same entity appears as “Board of Education Comstock Park Public Schools” in the preamble of the Comstock Park Public Schools’ contract with teachers and certified staff.

24. Defendant School District of Godfrey-Lee is a general powers school district operating in Kent County.
25. Defendant Godfrey-Lee Board of Education is the governing entity of Defendant School District of Godfrey-Lee.
26. Defendant KCEA acts as the certified bargaining representative for instructional staff employed by Defendant School District of Godfrey-Lee.
27. Defendant KCEA, per a separate collective bargaining agreement, acts as the certified bargaining representative for “custodial, maintenance, secretarial/clerical, bus drivers and paraprofessional employees” employed by Defendant School District of Godfrey-Lee.
28. Defendant Godwin Heights Public Schools is a general powers school district operating in Kent County.
29. Defendant Godwin Heights Board of Education is the governing entity of Defendant Godwin Heights Public Schools.
30. Defendant KCEA acts as the certified bargaining representative for instructional staff employed by Defendant Godwin Heights Public Schools.
31. Defendant Godwin Heights Support Staff Association is the certified bargaining representative for transportation, custodial, and maintenance workers employed by Defendant Godwin Heights Public Schools.
32. Defendant Greg Haight is President of Defendant Godwin Heights Support Staff Association and is sued in that capacity.
33. Defendant Grandville Public Schools is a general powers school district operating in Kent County.
34. Defendant Board of Education of the Grandville Public Schools is the governing entity of Defendant Grandville Public Schools.
35. Defendant KCEA acts as the certified bargaining representative for instructional staff employed by Defendant Grandville Public Schools.
36. Defendant Grandville Educational Support Personnel Association is the certified bargaining representative for transportation, custodial, and service personnel employed by Defendant Grandville Public Schools.
37. Defendant Yvonne Murray is President of Defendant Grandville Educational Support Personnel Association and is sued in that capacity.

38. Defendant School District of Kenowa Hills is a general powers school district operating in Kent County.
39. Defendant Kenowa Hills Public Schools Board of Education is the governing entity of Defendant School District of Kenowa Hills.
40. Two entities, Defendant KCEA and Defendant Kenowa Hills Education Association, signed the collective bargaining agreement for instructional staff employed by Defendant School District of Kenowa Hills.
41. Defendant Russ Gerbers is President of Defendant Kenowa Hills Education Association and is sued in that capacity.
42. Two entities, Defendant KCEA and Defendant Kenowa Hills Support Staff Association, (KHSSA/MEA/NEA), signed the collective bargaining agreement for security, transportation, secretarial, and custodial staff employed by Defendant School District of Kenowa Hills.
43. Defendant Nancy Nadler is President of Defendant Kenowa Hills Support Staff Association and is sued in that capacity.
44. Defendant Lowell Area Schools is a general powers school district operating in Kent County.
45. Defendant Board of Education of the Lowell Area Schools is the governing entity of Defendant Lowell Area Schools.
46. Two entities, Defendant KCEA and Defendant Lowell Education Association-MEA-NEA, signed the collective bargaining agreement for instructional staff employed by Defendant Lowell Area Schools.
47. Defendant Paul Jacobus is President of Defendant Lowell Education Association-MEA-NEA and is sued in that capacity.
48. Defendant Lowell Educational Support Personnel Association (LESPPA)/MEA/NEA/KCEA is the certified bargaining representative for “secretaries except those working directly for the central office administration, all custodial personnel except part-time high school and summer college students, all Para educators, in-house detention and study hall supervisors except student employees, and all full and part time food service employees including van drivers and cooks” employed by Defendant Lowell Area Schools.
49. Defendant Vicki Fredline is President of Defendant Lowell Educational Support Personnel Association (LESPPA)/MEA/NEA/KCEA and is sued in that capacity.
50. Defendant Northview Public Schools is a general powers school district operating in Kent County.

51. Defendant Board of Education of the Northview Public Schools is the governing entity for Defendant Northview Public Schools.
52. Defendant KCEA acts as the certified bargaining representative for instructional staff employed by Defendant Northview Public Schools.
53. Defendant KCEA acts as the certified bargaining representative for transportation workers employed by Defendant Northview Public Schools.
54. Defendant Rockford Public Schools is a general powers school district operating in Kent County.
55. Defendant Rockford Board of Education of the Rockford Public Schools is the governing entity of Defendant Rockford Public Schools.
56. Two entities, Defendant KCEA and Defendant Rockford Education Association, R.E.A., signed the collective bargaining agreement for instructional staff employed by Defendant Rockford Public Schools.
57. Defendant Doug Haan is President of Defendant Rockford Education Association, R.E.A., and is sued in that capacity.
58. Two entities, Defendant KCEA and Defendant Rockford Educational Support Personnel Association, R.E.S.P.A., signed the collective bargaining agreement for “bus drivers, special education drivers, all paraprofessionals working in special education, child care workers, bus paraprofessionals, playground, classroom, reading, library paraprofessionals in the secondary and elementary schools and office paraprofessionals, computer room paraprofessionals, library assistants full-time and part-time and custodial employees (including cleaners and grounds employees), mechanics, maintenance employees, laundry and cafeteria workers, bus washer, crossing guards, hall monitors and for all personnel engaged in secretarial and clerical work” employed by Defendant Rockford Public Schools.
59. Defendant Lori Helmholdt is President of Defendant Rockford Educational Support Personnel Association, R.E.S.P.A., and is sued in that capacity.

FACTS

60. Plaintiffs reallege and incorporate Paragraphs 1-59, as if fully set forth in this section.
61. Defendants Kent Intermediate School District and KCEA proposed a regional “Collaborative Settlement Agreement” that would become effective if nine (9) general powers school districts agreed to its terms. Exhibit F.

62. The nine (9) general powers school districts named in this action did agree to the Collaborative Settlement Agreement's terms, thereby activating the agreement and making it an amendment to each of their individual, traditionally negotiated collective bargaining contracts.

63. One of the provisions of that Collaborative Settlement Agreement was that "[a]ll districts agree not to privatize any KCEA/MEA unionized services for the life of this agreement." Exhibit F at 3.

64. Defendant Kent Intermediate School District and all of the Defendant general powers school districts receive state funding for education, since all of these Defendants receive a "foundation allowance," which includes both local and state funds, for each enrolled student. Further, Defendant Kent Intermediate School District receives a state appropriation related to the provision of special education services.

COUNT I – Bargaining Over a Prohibited Subject

65. Plaintiffs reallege and incorporate Paragraphs 1-64, as if fully set forth in this Count.

66. Privatization of noninstructional support services is a prohibited subject of bargaining per MCL 423.215(3)(f). The inclusion of a clause in a collective bargaining agreement prohibiting privatization is a violation of MCL 423.215(3)(f), and therefore the Collaborative Settlement Agreement's provision prohibiting privatization is a violation of MCL 423.215(3)(f).

RELIEF REQUESTED

67. Plaintiffs request this Court to declare the provision prohibiting privatization of the Defendant school districts' noninstructional "KCEA/MEA unionized services" illegal and without effect and to further order the provision stricken from all agreements between the various Defendants.

68. Plaintiffs request this Court to enter a permanent injunction prohibiting the inclusion of such provisions in future collective bargaining agreements.

Respectfully submitted,

By: _____

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Dated: December 15, 2010