

Master Agreement

Between

*The Board of Education of the
Kelloggsville Public Schools*

and the

*Kelloggsville Educational Support Staff Association
(KESSA)*



July 1, 2012 – June 30, 2015

KELLOGGSVILLE PUBLIC SCHOOLS

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PREAMBLE

A. AGREEMENT

This agreement is entered into between the Board of Education of the Kelloggsville Public Schools, hereafter called the "Board" and the Kelloggsville Educational Support Staff Association, KCEA, MEA, NEA hereafter called the "Association."

B. MUTUAL AIM

WHEREAS, the Board and the Association recognize that it is their mutual aim and responsibility to provide a good educational experience for the children of this school district and,

C. ACT 379

WHEREAS, the Board having recognized for the term of this contract, the Association as the exclusive bargaining agent for the employee in matters of hours, wages, terms and conditions of employment, pursuant to Act 379 of the Michigan Public Acts of 1965, and

D. INTENT TO BARGAIN

WHEREAS, the Board and the Association hereby reaffirm their intention to bargain concerning these matters, and

E. RECORD OF AGREEMENT

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain agreements which they desire to hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 The Unit

The bargaining unit shall include all regularly scheduled full-time and part-time custodians, maintenance personnel, bus drivers, courier, paraprofessionals, school nurse, and food service employees.

1.2 Excluded from the Unit

Excluded from this unit are all supervisors, all secretarial/clerical employees, crossing guards, temporary substitute and casual positions, substitute teachers, child-care workers, administrative assistants, subcontracted workers, and all others.

1.3 New Positions

Any new position created by the Board after the ratification date of this Agreement possessing the same community of interest will be included in this unit. Disputes concerning the "community of interest" of new positions will be submitted to the Michigan Employment Relations Committee.

1.4 No Other Bargaining Unit

The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

ARTICLE II

RIGHTS

2.1 Board Rights

2.1.1 Established Policies - The Association hereby acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain this school system; and that it is the Association's intention to aid and assist the Board in the performance of these legal responsibilities within the limits of the authority vested in it by the law.

2.1.2 Powers, Rights and Authority - The Board on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

2.1.2.1 Management and Control - To the executive management and administrative control of the school system and its employees, properties and facilities.

2.1.2.2 Relationship to Employees – To hire all employees, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

2.1.2.3 Limitation of Rights – The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall only be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

2.1.2.4 Additional Rights – In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and

conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority except as limited by this Agreement.

Specific management rights in this Agreement are not intended to be, nor shall be restrictive of or a waiver of any rights of management not specifically surrendered herein whether or not such rights have been exercised in the past.

2.2 Association Rights

2.2.1 Use of Facilities – The Board hereby grants to the Association and its members the right to use school building facilities after having made proper application to the building principal for each use desired. The use of office equipment shall be reasonably used and operated by Association members. Bulletin boards and other established media of communication will be made available to the Association and its members. The Association shall furnish or buy from the school supplies that are used for carrying on its business.

2.2.2 Insignias and Pins – The Board agrees that no employee shall be prevented from wearing insignia or pins of membership in the Association either on or off school premises.

2.2.3 Information – The Board agrees to make available to the Association, in response to reasonable requests in writing to the Superintendent, all information concerning the financial resources of the district, tentative budget requirements, allocations and such other information as will assist the Association in developing intelligent, accurate, informed procedures and programs on behalf of employees. Also upon request in writing, the Board will provide such information as may be necessary for the Association to process any grievances or complaints, with the exception of information contained in employees' personnel files.

2.3 Nondiscrimination of Rights – The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.

2.4 Employee Rights from MERC

2.4.1 P.A. 379 – The Board hereby acknowledges that Public Act 379 is an act designed to prohibit strikes by certain public employees, to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of

enforcement and penalties for violations of the provisions of the Act. The Board further recognizes that it is lawful for public employees to organize and to engage in activities for the purpose of collective bargaining and negotiations in matters of hours, wages, terms and conditions of employment. The Board further acknowledges all the provisions of the said Act and hereby assures the Association of its intention to cooperate in putting the law into effect.

- 2.4.2 Religious and Political Discrimination – Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds of any discipline or discrimination with respect to the professional employment of such employee. However, the Association recognizes that it is the employee’s responsibility to fulfill his/her employment obligations.

ARTICLE III

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- 3.1 Membership Dues – Within sixty (60) days of commencement of employment, all bargaining unit employees shall commence payment of one of the following:
- 3.1.1 Association membership dues; or
 - 3.1.2 a representation service fee; or
 - 3.1.3 an amount equal to the representation service fee paid to the Kelloggsville Education Association support Staff Association Scholarship Fund.

The Association shall notify the board in writing of the amounts to be deducted from payroll. Payroll deduction is hereby deemed required under this Agreement. The Board will accordingly deduct such sums pursuant to the authority set forth in MCLA 408.477.

The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article. Association shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this Article.

- 3.2 Payroll Deduction – The Board agrees promptly to remit to the treasurer of the Association all moneys deducted under Sections A. and B., accompanied by a list of employees from whom the deductions have been made. Such sums shall be deducted in the following ways:
- 3.2.1 One payment in October; or
 - 3.2.2 equal payments monthly beginning in September and ending in June.
- 3.3 Payroll Deduction Records – A procedure for payroll deduction dues will be on file with the KESSA Treasurer and the Payroll Secretary.

ARTICLE IV

SENIORITY

- 4.1 District Seniority – Seniority shall be defined as the amount of continuous service to the district from the employee’s most recent date of hire in his/her classification.
- 4.2 Seniority Within Classification – Seniority for purposes of this Agreement shall only accrue while working within the classifications of custodian, maintenance, paraprofessionals, bus drivers, and food service. Seniority shall not accrue while in positions outside the bargaining unit, while on approved leave or while on layoff. Seniority in a classification shall not be lost when an employee transfers from a classification but shall be frozen until such time as the employee may return to a position within the classification.
- 4.3 Ties – In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee’s social security number.
- 4.4 Seniority Lists – The Employer shall prepare and maintain a seniority list showing the length of service each member has accumulated within the District and classifications with the Employer. Copies for each member and two (2) additional copies will be furnished to the president of the Association once each year by December 01. The Association will review the list with the staff for accuracy and make corrections/additions where appropriate. The list will be returned to the Superintendent by January 15 and all changes and accuracy of the list will be mutually agreed to and verified by the Association President and Superintendent signatures. Any events, after January 15, that may change the contents of the list will be held for the next year seniority list.
- 4.5 Loss of Seniority – Seniority shall be lost by an employee for the following reasons:
- 4.5.1 termination
 - 4.5.2 resignation
 - 4.5.3 absence for five (5) consecutive days without notice to the employer
 - 4.5.4 failure to notify the Employer of intent to return to work within three (3) days from the receipt of the recall notice or failure to return to work within fourteen (14) days from the effective date of the recall.

- 4.6 Non-Bargaining Unit Positions – If an employee accepts a position with the Employer which is not included in the bargaining unit, and thereafter within six (6) months, returns to a position within the bargaining unit by the positing procedures expressed herein, the employee shall have accumulated seniority in the seniority classification of the bargaining unit from which the employee left for the time worked in the position not within the bargaining unit. Employees under the above circumstances shall retain all rights previously accrued in the bargaining unit for the purpose of any benefits provided in this Agreement. If the employee remains in the position not included in the bargaining unit six (6) months or longer, the employee shall lose all bargaining unit seniority.
- 4.7 Accrual When Off the Job – All Employees – Employees continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave, pay but not during non-work disabilities beyond accumulated leave. Employees on layoff will neither lose nor accrue seniority.
- 4.8 Probationary Period – Any employee employed on a regular part-time or full-time basis shall serve a sixty (60) calendar day probationary period, from the first day the assignment begins. If a probationary employee is absent during the probationary period, the probationary period shall be extended accordingly.

Probationary employees shall have no seniority and no other benefits until the successful completion of the probationary period at which time their seniority shall revert to their first day of work. Any benefits that the employee may be eligible for shall begin at the completion of the probationary period, including but not limited to; sick leave, holiday pay, insurance benefits or CILO. If at any time prior to the completion of the probationary period the employee's work performance is unacceptable, he/she may be subject to termination upon recommendation of the immediate supervisor or other administrative representative of the school district. The termination of a probationary employee is not subject to the grievance procedure.

ARTICLE V

LAYOFF AND RECALL

- 5.1 Definition – Layoff shall be defined as a reduction in the work force.
- 5.2 Paraprofessionals, Custodians, Maintenance, and Food Service – In the event of a reduction in the work force, the following procedure shall be utilized:
- 5.2.1 Seniority and Layoff – When the Board determines it is necessary to reduce the size of the work force, employees with the least seniority in each classification will be the first cut.
- 5.2.2 “Bumping” – An employee, reduced from a position in his/her present seniority classification, shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job. Qualifications shall be defined by the Board and stated in the job descriptions.
- 5.2.3 Changes in Classification – In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit as provided in Article VI. Should the employee be given one of the posted positions, he/she shall retain the right to recall to the “reduced position” should it again become available.
- 5.2.4 Layoff Notice – Employees to be laid off shall be given at least fifteen (15) work days notice prior to the effective date of layoff.
- 5.2.5 Recall – When positions become available in a seniority classification, employees other than bus drivers reduced pursuant to a reduction of employees specified above, shall be recalled in order of greatest seniority within the seniority classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualifications to perform the positions.

No position will be posted under Article VI when there are employees on layoff status eligible for recall to the position.

5.2.6 Rejecting Recall

5.2.6.1 A full or part time employee recalled to a position with fewer hours than the previously worked per week may reject recall to the position and retain recall rights to the next available position. An employee rejecting recall to the position with fewer hours shall be deemed bypassed and not entitled to return to the position should the hours per week be restored to the original level after the position was rejected.

5.2.6.2 An employee who accepts a position with fewer hours than the hours previously worked per week shall remain eligible for recall until his/her original level of work hours are restored.

5.2.6.3 Recall rights under 5.2.5 shall in no instance extend beyond a period of three (3) years from the effective date of reduction or layoff as provided in 5.2.6.

5.2.7 Duration of Recall – The Employer shall maintain reduced or laid off employees on the recall list for a period of three (3) years.

5.2.8 Reduction in Hours – If it is deemed necessary to reduce hours, the least senior employee in the classification will be reduced or displaced and/or retained in another classification for which they are most senior.

5.3 Bus Drivers

5.3.1 Layoff – Bus drivers who worked the previous year and are not assigned routes shall be issued a notification of layoff.

5.3.2 Seniority in Other Classifications – Bus drivers on layoff status who have accumulated seniority in other classifications in the bargaining unit shall be eligible for recall to an available position in the other classification in order of greatest seniority within the classification in which the position arises.

5.3.3 Midyear Layoff – When it becomes necessary to reduce the number of bus drivers during a school year due to consolidation, modification or elimination of runs to be effective for the second semester, the Employer shall convene a route selection meeting during the month of December to post the revised routes for selection by the same procedure used for selection of routes in August.

ARTICLE VI

VACANCIES / ASSIGNMENTS

6.1 Vacancies: EMPLOYEES OTHER THAN BUS DRIVERS

6.1.1 Posting – All vacancies in positions shall be posted in a conspicuous place in each building for a period of five (5) working days and with a copy sent to the Association president. Said posting shall contain the following information:

Classification
Location of Work
Starting Date
Anticipated Number of Hours to be Worked
Minimum Qualifications per Job Descriptions
Rate of Pay

6.1.2 Application – Interested employees may apply in writing to the Superintendent or designee, within the five (5) day posting period.

6.1.3 Qualifications – Vacancies shall be filled with the “best qualified” applicant. When the qualifications of the applicants are equal, the applicant with the most seniority in the classification in which the vacancy exists, if any, will be awarded the position. When there are no applicants from within the classification in which the vacancy arises, the “most qualified” applicant for the vacancy shall be hired. Applications from all current employees shall be considered. “Qualifications (s)” shall be defined by the Board and stated in the applicable job descriptions. This section shall not supersede 2.1.2.2

6.1.4 Trial Period – An employee assuming a new position in the bargaining unit shall be given a thirty (30) working day trial period during which the employee may be returned to his/her former position on the request of either the employee or the Board.

During the trial period, the position vacated by the successful applicant may be filled by a temporary employee. This position will be posted at the end of the trial period.

In the event the employee returns to his/her former position during the trial period, he/she will not be permitted to apply for another vacancy for a period of one hundred twenty (120) calendar days from the date of

return to his/her former position. However, the employee may apply for a vacancy during the one hundred twenty (120) day period if the vacancy constitutes an increase in hourly rate of pay.

- 6.2 Involuntary Transfer – The Employer will not involuntarily transfer employees from one seniority classification to another. The Board reserves the right to transfer employees from one building to another or from one program to another for disciplinary reasons, due to personality conflicts and staffing needs. Involuntary transfers for other reasons will be avoided and minimized when possible.
- 6.3 Temporary Transfer – Any employee required by his/her supervisor to temporarily assume the duties of another employee for a period in excess of four (4) hours will be paid the higher rate of pay for those duties retroactively to the beginning of the work assignment.
- 6.4 Substitute Work – In the event substitute work which does not conflict with other scheduled work of the employee, becomes available in a classification other than the bus driver classification, employees in the classification of the work who have notified the Employer in writing of their desire to perform substitute work in addition to their regular schedule, will be offered the work first. The Employer shall not be required to assign substitute work to regularly scheduled employees if it would result in payment of overtime rates for the hours work. A bargaining unit member employee substituting for another employee in the same classification will be paid at Step 1 of the lowest rate of the classification. If Step 1 is less than the substituting employee's regular rate the employee will receive their rate of pay; a substituting employee in the same classification will receive the higher of Step 1 or their rate. If an employee substitutes for more than four (4) hours in the same classification the work is considered a temporary transfer (Article VI. 6.3 Temporary Transfer) rather than substitute work.

A bargaining unit member employee substituting for another employee in another classification will be paid at Step 1 of the lowest rate of the classification in which they are substituting.

- 6.5 Transfer of Benefits – Employees involuntarily transferred within a seniority classification within this bargaining unit, shall transfer all remaining leave time (hours) and shall be placed on the new wage schedule at the rate which most closely corresponds to his or her former rate.
- 6.6 Bus Driver Assignment Procedure
- 6.6.1 Route Selection Meeting – A route selection meeting will be held during the month of August each year for selection of designated routes by seniority preference. All of the scheduled routes shall be posted and the most senior bus driver shall have first choice of assignment.

Selections shall continue in order of the next most senior bus driver until all scheduled routes have been selected. For purposes of route selection, related a.m. and p.m. runs will be considered as a trip.

6.6.1.1 Driver Postings – When a vacancy arises, it shall be posted as per 6.1. herein.

6.6.1.2 Seniority and Vacancies – Prior to April 1 a vacancy may be filled by a substitute employee, not to exceed 20 days. After the August route selection meeting, when a vacancy occurs the most senior driver applying for the vacancy shall be awarded the position.

After April 1 the District may fill the vacancy, for the remainder of the school year, with a substitute employee. All other vacancies shall be filled as soon as possible, with the most qualified applicant that has applied. When all applicants are equally qualified, seniority shall prevail.

A driver upon being awarded a position, shall not be eligible to bid until the next route selection meeting the following August.

6.6.2 Extra Trips (Includes Athletics, Field Trips, Saturday Trips, Overnight Trips and Summer Vacancies)

6.6.2.1 Bidding Procedure – All extra trips shall be posted for a two week period, on the trip list with the corresponding activity noted and given a trip number in consecutive order. Bus drivers shall submit their bids on extra trips by submitting their trip preference lists, with trip numbers in rank order of preference to the supervisor by noon the preceding Thursday. The Transportation Director shall make a good faith effort to assign all extra trips on an equal basis among the transportation staff, taking seniority into consideration; however, final decisions will rest with the Transportation Director.

Extra trips will not generally be assigned if the driver will exceed 40 hours in one week.

Drivers are required to stay with their athletic or field trip groups unless they have informed the coach or teacher of their absence.

6.6.2.2 Notification – Bus Drivers shall be notified of their assigned extra trip runs by the end of the work day the preceding Friday.

6.6.2.3 Unassigned Extra Trips – All extra trips for which no driver was assigned, all extra trips for which requests were received after noon the preceding Wednesday and all extra trip assignments

unassigned may be assigned to bus drivers on a rotation basis, in reverse order of seniority, should the Employer be unable to find available substitutes or other bus drivers to accept the extra trips.

6.6.2.4 No Trading – Bus drivers cannot trade extra trips.

6.6.2.5 Errors/Mistake Make Up – If a trip on the seniority bid sheet is cancelled and the trip is rescheduled at a later date, it will be placed on the unassigned extra trip rotation schedule. Impacted driver will not get first pick on the next bid sheet. The rotation schedule will continue.

6.6.2.6 Substitutes – Substitute drivers may be eligible for extra trips only when regular drivers have rejected such trips.

6.6.2.7 Chaperons – An adult chaperon shall be assigned for each extra trip.

6.6.2.8 Meal Allowance

Weekday Trips – Weekday trips that are four (4) or more hours with a return after 2:00 p.m. or later, excluding regular routes and schedules; will be allocated a lunch reimbursement of \$10.00. \$12.00 will be allocated for dinner if the driver is out between 4:30 and 7:30 p.m. An itemized receipt must be turned in for reimbursement.

Weekend Trips - \$10.00 lunch - - out between 11:00 a.m. and 12:00 noon and \$12.00 dinner. An itemized receipt must be turned in for reimbursement.

6.6.2.9 Pre-Trip Cleanup – Pre-trip and cleanup time will be 10 minutes in the a.m. and 10 minutes in the p.m.; or any combination approved by the supervisor for a total of 20 minutes. When a bus goes out on a field trip in the evening or on a weekend, pre-trip and cleanup time will be a total of 10 minute for both

6.6.2.10 Coaches – Vans – It is clearly understood that coaches will continue to drive vans when a bus is not needed.

6.6.2.11 Midday Breaks – Drivers having thirty (30) minutes or less of non-work time between work activities, shall be paid continuously until a break of over thirty (30) minutes occurs.

6.6.2.12 Bus Driver Jackets – A spring and winter jacket of comparable quality as have been provided in the past not less than every three (3) years.

6.6.2.13 Guaranteed Extra Trip Time – Bus drivers shall be paid a minimum of one (1) hour or actual driving time, whichever is greater, for driving an extra trip commencing prior to 3:30 p.m. Bus drivers shall be paid a minimum of one (1) hour or actual driving time, whichever is greater, for driving an extra trip commencing at or after 3:30 p.m. If an extra trip is cancelled and the assigned bus driver is allowed to arrive at the departure site without notice of cancellation, where the extra-trip is continuous from a regular scheduled run, the bus driver shall be paid a minimum of one (1) hour. If an extra trip is cancelled where the assigned bus driver has been off duty for more than one (1) hour prior to departure time for the extra trip and the assigned bus driver is allowed to report to the Transportation Center without notice of cancellation, the bus driver shall be paid a minimum of one (1) hour.

6.6.3 Board Determines Routes, Etc. – The Board reserves the right to make any changes in equipment, routes, runs, stops, length and number of runs and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the District.

6.6.4 Absent Regular Driver

6.6.4.1 Regular Drivers Called for Substitute Work

Regular drivers will be called first for substitute work and the least senior is required to accept the assignment if driving schedule is not conflicting.

6.6.4.2 Field Trips After Bid Procedures - If a field trip is requested after the bid procedure, regular drivers will be given first opportunity to drive. This is not intended to include the athletic schedule that is known in advance. Tournaments will be considered last minute scheduling.

6.7 Temporary, Substitute and Casual Positions – Temporary, substitute and casual employee vacancies/positions are not subject to the terms and conditions of this bargaining unit agreement. The Employer will however post such vacancies for a period of five (5) calendar days. A copy of postings will be sent to the Association President.

6.7.1 Definitions of Employees in Group

6.7.1.1 Temporary - an employee hired as a long-term substitute.

- 6.7.1.2 Substitute - an employee hired for a short-term or intermittent period of time.
- 6.7.1.3 Casual - an employee hired for seasonal work.
- 6.7.2 Selection – The selection of temporary, substitute and casual employee is reserved exclusively to the Employer.
- 6.7.3 Seniority – If a temporary, substitute or casual employee is hired for bargaining unit positions, seniority will be retroactive to first day of continuous service.
- 6.7.4 Probation – Probationary period to start on first day of employment as a bargaining unit member.
- 6.7.5 Pay Rate – Temporary, substitute and casual employees will be paid at the rate of the classification and will remain at that rate until hired into the bargaining unit.
- 6.7.6 Benefit Exemptions – Temporary, substitute and casual employees are exempt from:
- a. Scheduled holidays as per Article IX.
 - b. Floating holidays as per Article IX.
 - c. Vacation as per Article X.
 - d. Sick days as per Article XI.
 - e. Benefits as per Article XII.
 - f. School closing days compensation as per Article XII.
- 6.7.7 Substitute for Regular Employee – Pay Rate – Temporary, substitute and casual employees that substitute for another regular employee will be paid at the substitute rate.
- 6.7.8 Grievance – Section 6.7 is not subject to the grievance procedure.

ARTICLE VII

WORK SCHEDULES AND WORKING CONDITIONS

7.1 General Provisions

- 7.1.1 Determining Hours – For all employees unless expected, the daily hours (starting time, break time, lunch time, leaving time) shall be set by the building principal or supervisor to meet the needs of each individual building and must be approved by the Superintendent of Schools or his/her designee. The principal or immediate supervisor shall provide a written work schedule to each employee specifying the hours to be worked.
- 7.1.2 Medication – If an employee is required to dispense medication, the supervisor or administrator shall provide the employee with specific written instructions regarding the dispensing of the medication in accordance with Board policy. Note: All employees will be provided with a memo and a copy of the Board policy.
- 7.1.3 Notice of Change – Every effort will be made to provide advance notice to the employee of a change in assignment or building, recognizing that there may be events which preclude any advance notice.

7.2 Paraprofessionals/Food Service/Custodians/Maintenance

- 7.2.1 Working Hours – Work schedules shall be as specified by the immediate supervisor (Paraprofessional = Building Principal and Food Service = Food Service Director and Custodian = Building Principal and Grounds/Maintenance Director). Current bargaining unit members will be offered the opportunity to expand their hours before new employees are hired provided it would not alter the employees current job responsibilities, disrupt the operations of the program, and the employee will not exceed forty (40) hours per week. An employee's hours will not be reduced for purposes of creating a new position. Consideration will be given to assign ParaPro hours to coincide with the regular school day.
- 7.2.2 Duty Limits
- 7.2.2.1 Paraprofessionals – Paraprofessionals shall not be required to take playground or lunchroom duty except in emergency situations. Such assignments shall be voluntary or if no paraprofessionals volunteer, the least seniored paraprofessional(s) available in each building at the time needed, shall be required to accept this duty.

The duty shall not result in loss of preparation time and shall be in addition to their regular schedule.

However, a paraprofessional may apply for a regular scheduled playground and/or lunchroom assignment. If the paraprofessional is assigned the extra-duty, as per their request, they will be compensated at 1.5 x their regular rate for the actual clock-hour time in the assignment. Preparation, lunch, or break time may be forfeited by accepting the extra-duty assignment.

7.2.2.2. Food Service – The employer shall make every effort to schedule the regular work day for each food service employee in consecutive hours. However, if program needs dictate flexible hours the employee will report as scheduled by the supervisor and receive the regular rate of pay for the hours worked.

Premium time will be paid for special program events that are held in the evening or on the weekends. Premium time will be paid at a rate of 1.5 hour for every one (1) hour worked.

An employee may ask the Food Service Director and/or Building/Grounds Director for assistance in loading or unloading supplies. Assistance may be from Food Service employees, custodial, or maintenance staff.

Any Food Service employee regularly assigned to drive the food van/transporting of food to the buildings from the central preparation site will be paid at 1.2 times their regular rate for the actual clock hours of the assignment.

7.2.3 Lunch Period

Paraprofessionals working five (5) or more hours per day shall receive an unpaid duty-free lunch period exclusive of their scheduled work hours, not less than 30 minutes but not to exceed sixty (60) minutes.

Food Service employees working five (5) consecutive hours or more per day shall receive an unpaid 30 minute duty-free lunch period. The lunch period will be scheduled by the supervisor. The employee will not leave early or be paid if a lunch period isn't taken, unless authorized by the supervisor.

Any employee working less than five (5) consecutive hours will not receive a paid or unpaid lunch period.

7.3 Breaks

- 7.3.1 Paraprofessionals/Custodial/Maintenance/Food Service – Each employee working three (3) hours or more per day shall receive one (1) fifteen (15) minute break per day during the first half of his/her work shift as designated by the supervisor.

Additionally, each employee working six (6) or more hours per day shall also receive one (1) fifteen (15) minute break per day during the second half of his/her work shift, as designated by the supervisor. Maintenance and grounds employees shall take their break at whatever school building they happen to be working at or nearest to at break time.

7.4 Custodian/Maintenance

7.4.1 Shifts

7.4.1.1 Regular Day – First Shift – The regular working day, Monday through Friday, for the first shift full-time employees shall consist of eight (8) consecutive hours per day, with thirty (30) minutes to one (1) hour for an unpaid lunch, as assigned by the building principal and/or supervisor, which is not included in the eight (8) hour work day.

7.4.1.2 Working Day - Second Shift – The regular working day for second shift full-time employees shall consist of eight (8) consecutive hours per day, Monday through Friday, with thirty (30) minutes to one (1) hour for an unpaid lunch, as assigned by the building principal and/or supervisor, on a regularly scheduled basis which is not included in the eight (8) hour work day.

7.4.1.2.1 Full Time – The first shift is any shift that regularly starts on or after 6:00 a.m. to 9:00 a.m. The second shift (full time) is any shift that regularly starts on or after 1:00 p.m. to 6:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days scheduled within a one week period Sunday through the following Saturday.

7.4.1.2.2 Part Time Custodians – Starting times shall be designated by the employer. (This is not intended to alter the flex time practice.) Consistent with the District's needs, current bargaining unit members will be offered the opportunity to expand their hours before new employees are hired.

During the Christmas holiday, spring break and summer recess, if additional hours are available, each employee shall be offered the opportunity to work up to (40) forty hours per week, based on the District's needs.

Part-time custodians, if assigned to work during the summer recess, will be compensated at their school year rate. (Letter of Understanding to exclude senior employees hired prior to 01 May 1994 from this provision).

7.4.1.2.3 An employee in the classification of custodian or maintenance employed prior to July 1, 2007 will be exempt from obtaining a CDL license, unless if they so elect. Procedures associated with obtaining that license will be followed by the district. All fees associated with obtaining a CDL license will be paid for by the district. An employee hired after July 1, 2007 will be preferred to possess a CDL license.

7.4.2 Temporary Assignments – The Employer reserves the right to fill an opening on a temporary basis; provided, however, that an employee performing work outside of his/her classification shall receive the rate of pay of the classification, whichever is greater, for all hours worked while filling such assignment.

7.4.3 Duty Limits – Custodial/Maintenance personnel will not normally be required to supervise classes, playground duty, or transport students except where the health, safety or welfare of the students are involved.

7.5 Job Descriptions – The Employer will develop job descriptions for bargaining unit positions and provide the Association an opportunity for review and comment prior to placing the job description in effect. These descriptions shall be utilized when evaluations are made and qualifications determined. The job descriptions shall not be considered as a limit on the employee's assignment but shall be a general outline of his/her work. The Employer may later revise job descriptions in the same manner. Whenever possible, the input of representatives of the classification affected should be sought before any comprehensive changes in job descriptions are adopted by the Board.

7.6 Bus Drivers

7.6.1 Handbook – Each bus driver shall be provided with a copy of the Bus Driver Handbook that shall contain rules, regulations, policies and other

information necessary to the proper performance of bus driving duties, including procedures for dealing with student behavior problems. The employee shall sign a statement acknowledging receipt of the handbook.

- 7.6.2 Restroom and Telephone – At all times when bus drivers are scheduled to be present at the bus garage, they shall have access to restroom facilities and a telephone for personal transportation arrangements or emergencies which must be attended to by personal communication.
 - 7.6.3 Student Medical Conditions – Drivers shall be advised of any medical conditions of students known to the Employer, which in its judgment may necessitate emergency action by the driver transporting the student.
 - 7.6.4 Rejection of a Bus – Drivers shall have the right to refuse to drive a bus that would be illegal and/or unsafe to drive (e.g., no red flashers).
 - 7.6.5 Maximum Number of Students – Drivers shall not be required to transport more students than the law allows.
 - 7.6.6 Subbing for Regular Runs – When subbing for a regular daily run, the most seniored if available driver shall be given first choice before other assignments are made.
 - 7.6.7 Student Discipline – Bus drivers may provide input on the student discipline code.
 - 7.6.8 Use of Buses – Drivers shall be permitted to take buses home during the day with the supervisor’s permission, but buses shall be returned to the bus garage at the end of the day.
 - 7.6.9 Guaranteed Regular Run Time and Pre-Trip/Clean Up – Bus drivers will be paid a one (1) hour minimum for a regular run. Furthermore, it is agreed that 10 minutes will be paid in the a.m. for pre-trip and 10 minutes in the p.m. for post-trip cleanup. The maximum that will be paid per day for pre and post trip checks will be 20 minutes regardless of the number of vehicles used.

When a bus goes out on a field trip in the evening or on a weekend, 10 minutes will be allowed for pre-trip and cleanup time. An evening field trip is one that commences after 3:30 p.m.
- 7.7 Lounges and Restrooms – The Employer shall provide rest areas, lounges and restrooms for employee use.

- 7.8 Electronic Communications – Telephone facilities shall be made available to staff for their professional use. Long distance calls of a personal nature shall not be charged to the school phone. Computers provided to employees by the district should be reserved for professional use. Personal communication devices should not but used during instructional time. Internet and e-mail will be governed by Board guidelines.

ARTICLE VIII

EMPLOYEE EVALUATION

- 8.1 Evaluation – The building administrator or supervisor will evaluate all support staff personnel prior to June 01 of each year. If there is any significant problem, an evaluation shall be done when the problem is evident. The employee will receive a copy of the completed performance review and will sign the form to indicate that he/she has seen it. Such signature does not mean the employee agrees with the content of the evaluation.
- 8.2 Employees Right to Respond – An employee may submit additional comments to this evaluation. Such statements shall be attached to the evaluation and placed in the employee's personnel file.
- 8.3 Just Cause – No non-probationary employee shall be disciplined (including warning, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure hereafter set forth. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- 8.4 Representation – An employee shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- 8.5 Review of Records / Files- An employee will have the right to review the contents of all records excluding initial references, originating after initial employment and to have a representative of the Association accompany him/her in such review. The records may not be taken from the Central Office and the Superintendent of his designee shall be present while the record is reviewed.
- 8.6 Complaints – No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Specific complaints directed to an administrator against an employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

If the employee believes that material is to be placed in his/her file, such signature shall be understood to indicate awareness to the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations to another potential employer, written or oral, shall be based solely on the contents of the personnel file.

ARTICLE IX

HOLIDAYS

9.1 Regular Holidays

- 9.1.1 Full-time Custodial/Maintenance employees shall be entitled to the following paid holidays:
- 9.1.1.1 The Friday before Labor Day
 - 9.1.1.2 Labor Day
 - 9.1.1.3 Thanksgiving
 - 9.1.1.4 The day following Thanksgiving
 - 9.1.1.5 Christmas Eve Day
 - 9.1.1.6 Christmas Day
 - 9.1.1.7 New Years Eve Day
 - 9.1.1.8 New Years Day
 - 9.1.1.9 Good Friday all day (if school is not in session)
 - 9.1.1.10 Memorial Day
 - 9.1.1.11 July 4
- 9.1.2 Bus Drivers, Paraprofessionals, and Food Service shall be entitled to the following paid holidays.
- 9.1.2.1 Labor Day
 - 9.1.2.2 Thanksgiving
 - 9.1.2.3 The day following Thanksgiving
 - 9.1.2.4 Christmas Eve Day
 - 9.1.2.5 Christmas Day
 - 9.1.2.6 New Years Eve Day
 - 9.1.2.7 New Years Day
 - 9.1.2.8 Memorial Day
- 9.1.3 Part-time custodial employees shall be entitled to the following paid holidays:
- 9.1.3.1 The Friday before Labor Day (only if worked 30 days prior)
 - 9.1.3.2 Labor Day
 - 9.1.3.3 Thanksgiving Day
 - 9.1.3.4 The day following Thanksgiving
 - 9.1.3.5 Christmas Eve Day
 - 9.1.3.6 Christmas Day
 - 9.1.3.7 New Years Eve Day
 - 9.1.3.8 New Years Day
 - 9.1.3.9 Good Friday p.m. (if school is not in session)
 - 9.1.3.10 Memorial Day
 - 9.1.3.11 July 4 (only if working in the summer)

*Compensation for Good Friday shall be at 50% of the employee's regular schedule for that day.

9.1.4 Floating Holidays – *Paraprofessionals, bus drivers, part-time custodians, and food service hired prior to July 1, 2012*, shall be entitled to three (3) floating holidays. These days will be paid following spring break. Employees must work the day before and after spring break to receive floating holiday pay.

Paraprofessionals, bus drivers, part-time custodians, and food service employees hired after July 1, 2012 shall not be entitled to floating holidays.

9.2 Holiday Pay

9.2.1 Part-Time Custodians – Part-time custodians will be paid for the July 4th holiday if they are working during the summer and at the assigned hours regularly worked.

9.2.2 Hired After September 10 – Those employees described in Section 2 (a) above who are hired after September 10 will have holiday pay computed based upon his/her first twenty (20) days worked.

9.2.3 Eight Hour Day – Employees consistently scheduled to work less than five (5) days per week, bus drivers, and those employees consistently working irregular daily schedules for five (5) days per week will have holiday pay computed based upon the average daily number of hours worked during the last three weeks in September. If school is not in session or if the employee is not scheduled for the full fifteen (15) days, the average will be computed based upon the number of workdays during the period.

9.3 Saturdays and Sundays – When any of the above holidays occurs on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

9.4 Stipulations – When a holiday falls during the employee’s vacation, the holiday will not be deducted from the employee’s accumulated vacation days, provided the employee is scheduled to work prior to and after vacation.

9.5 Holiday Work – Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, the Employer may assign the work to the least senior qualified employee.

9.6 Holiday Pay Requirements – With the exception of approved vacation time under Article X and authorized paid leave days under Article XI, an employee must work the last regularly scheduled work day before and after the holiday to receive holiday pay.

ARTICLE X

VACATIONS

10.1 Vacations

10.1.1 Vacations – Custodial/Maintenance Employees - Vacation terms listed in Article X pertains only to Custodial/Maintenance employees.

10.1.2 Schedule – Employees hired prior to July 1, 2012, shall, after the completion of one (1) year of employment, be entitled to and receive a vacation and vacation pay based upon his/her seniority in the classification and not his/her hire date in the district. Years in another classification are not added to the years in the current classification to be awarded the higher number of vacation days. The vacation day schedule is as follows:

<u>FULL YEARS COMPLETED PRIOR TO JULY 01</u>	<u>VACATION DAYS</u>
1 through and including 7	12
8 through and including 12	15
13 through and including 15	18
16 through and including 19	21
20 or more	25

Employees hired after July 1, 2012, shall, after the completion of one (1) year of employment, be entitled to and receive a vacation and vacation pay based upon his/her seniority in the classification and not his/her hire date in the district. Years in another classification are not added to the years in the current classification to be awarded the higher number of vacation days. The vacation day schedule is as follows:

<u>FULL YEARS COMPLETED PRIOR TO JULY 01</u>	<u>VACATION DAYS</u>
1 through and including 7	5
8 through and including 12	10
13 through and including 15	15
16 or more	20

Individuals in the first year of employment that will complete less than 12 months service prior to July 1 will be entitled to a rate of one day per month. Service after May 1 and to July 1 will not be allocated any vacation time for the first year.

All vacation time is allocated on July 1 and not on the employee's anniversary date of employment. Therefore, the movement to Year 1 of the above schedule may include more than one 12 months for the first year and any succeeding year (schedule is based on whole years and not rounded up for partial years).

10.1.3 Vacation Requests - All employees will submit vacation requests as per the following:

<u>Period:</u>	<u>Application Due:</u>	<u>Application Return:</u>
Next New Year 06/01 – 05/30	March 01	April 01

10.1.4 Split Vacations – Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days providing such scheduling does not adversely affect the normal operations. The normal vacation period shall be during the summer recess. The administration may authorize vacations for the following periods:

10.1.5 Summer Recess – The first Monday following school dismissal and concludes five (5) working days before the first instructional day.

10.1.6 The Fourth of July Week – The district may close operations for this period and all custodial/maintenance personnel will take vacation during this time.

However, some of the full-time custodial/maintenance staff may work during this period. The criteria for not taking vacation during this time will be based on projects scheduled for the summer, administrative approval and seniority.

10.1.7 Christmas and Spring Breaks – Custodial/Maintenance employees may take vacation during these periods. The criteria for taking vacation during this time will be based on administrative approval, scheduled projects and seniority.

10.1.8 Other Conditions

10.1.8.1 Employees will not be able to take vacation time after the five (5) day period prior to school starting.

10.1.8.2 Employees will not take vacation while school (instructional day) is in session or scheduled. Starting July 2003 (03-04 school year) custodians/maintenance employees may take vacation while school (instructional day) is in session. The criteria for taking vacation during this time:

10.1.8.2.1 Seniority;

10.1.8.2.2 One person from the unit at a time;

- 10.1.8.2.3 One time per year per person (start of school in August through end of school in June);
- 10.1.8.2.4 Limit of one week per person;

10.1.8.3 Criteria for granting vacations will be as follows:

- 10.1.8.3.1 Administrative approval;
- 10.1.8.3.2 Scheduled projects;
- 10.1.8.3.3 Seniority;
- 10.1.8.3.4 Meeting application deadlines.

10.1.8.4 The administration reserves the right to grant vacations, on an individual basis, that may be at times other than those listed above or may be in conflict with the guidelines established. This right of administrative authority will not be contested by KESSA or any of its members.

10.1.9 Seniority and Scheduling – Employees with the greatest seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent on vacation at the same time.

Employer will tentatively approve or deny vacations May 1 of each year. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for working during that period.

10.2 Rate of Pay -Each employee shall be paid his/her current hourly rate and shall receive vacation pay for the same number of hours per day as corresponds to his/her schedule at the time of his/her vacation.

ARTICLE XI

LEAVES OF ABSENCE

11.0 Leaves of Absence

11.1 Leave Days

11.1.1 Twelve Month – Full Year Employees – At the beginning of each school year the Board shall credit to each full time custodial/maintenance personnel, twelve (12) paid leave days, and two (2) which shall be personal business days. These days are to be used for reasons of illness, injury, bereavement, personal business, and/or other approved reasons. The unused portion of these leave days granted at the beginning of each school year shall accumulate from year to year without limitation. Five (5) days per school year may be used for serious illness in the immediate family.

11.1.2 All Other Employees – At the beginning of the school year the Board shall credit to each bus driver, part time custodian, food service, and paraprofessional *hired prior to July 1, 2012*, ten (10) paid leave days, and two (2) which shall be personal business days. These days are to be used for reasons of illness, injury, bereavement, personal business and/or other approved reasons. The unused portion of these leave days granted at the beginning of each school year shall accumulate from year to year without limitation. Five (5) days per school year may be used for serious illness in the immediate family.

At the beginning of the school year the Board shall credit to each bus driver, part time custodian, food service, and paraprofessional *hired after July 1, 2012*, six (6) paid leave days, and one (1) which shall be personal business days. These days are to be used for reasons of illness, injury, bereavement, personal business and/or other approved reasons. The unused portion of these leave days granted at the beginning of each school year shall accumulate from year to year without limitation. Five (5) days per school year may be used for serious illness in the immediate family.

Employees consistently scheduled to work less than five (5) days per week, bus drivers, and those employees consistently working irregular daily schedules for five (5) days per week will have hours of paid leave day accrual (Article XI) computed based upon the average daily number of hours worked during the last three weeks in September. If an employee transfers into or a new employee is hired into the bus driver, and those employees consistently working irregular daily schedules for five

(5) days per week job classification after the three week period in September, the paid leave day accrual (Article XI) will be paid on the average hours worked in the three week qualifying period after starting in that job classification. If school is not in session for the full qualifying period, the average will be computed based upon the number of workdays during the period. In no case will sick pay or accrual exceed 8 hours.

11.1.2.1 Those employees identified above will be paid for leave days (Article XI) in accordance with the actual schedule of hours on a given day.

11.1.3 Personal Business Days (Chargeable)

11.1.3.1 The leave is for the purpose of conducting personal business which is not practical to transact during regular working hours.

11.1.3.2 Unacceptable Use: Recreational activities, rendering services, other employment, first or last day of school, first working days preceding or following a vacation period or holiday (exceptions may be made at the discretion of the Superintendent).

11.1.3.3 Application, in writing, should be made to the immediate supervisor who will forward it to the Superintendent. Application must be made five (5) working days in advance of the anticipated absence. In case of emergency the five days may be waived by the Superintendent, however, application should be done as soon as possible.

11.1.3.4 No statement of reason is necessary for any personal days.

11.2 Illness in the Immediate Family (all chargeable) – The purpose of this leave is to care for the ill person and shall not be used for child care (immediate family defined in Bereavement Leave).

11.3 Bereavement Leave

11.3.1 Funeral attendance of one (1) day per funeral for a person outside the immediate family (chargeable).

11.3.2 Maximum leave of five (5) days for each occurrence of death of:

IMMEDIATE FAMILY
NOT CHARGEABLE CHARGEABLE

Spouse	Sister-in-law
Parent	Brother-in-law
Child	Daughter-in-law
Stepchild	Son-in-law
Grandchild	Any other persons in household
Brother	Aunts
Sister	Uncles
Step-parent	Nieces
Mother-in-law	Nephews
Father-in-law	Cousins
Grandparent	

11.4 Accumulation and Use – Leave days shall be allowed to accumulate without limit. Deduction of leave days shall be in hours.

11.5 Call in Time – In the event of illness, employees shall call the supervisor as soon as possible but not less than one (1) hour before reporting time, giving the reason for the absence.

11.6 Leave of Absence Without Pay

11.6.1 Application – Employees seeking an unpaid leave of absence for medical purposes or child care shall apply in writing to the Superintendent of his/her designee. It is understood that the employee will not accrue seniority for increment and benefit purposes during an unpaid leave.

11.6.2 Eligibility – Employees shall have at least one year’s employment with the District to be eligible for unpaid leaves unless waived by the District. A medical leave of absence shall be accompanied by a doctor’s statement confirming the need for the leave.

11.6.3 Duration – Such leaves shall be limited to one year unless extended by mutual consent of the employee and the District. Any medical leave of ten (10) working days or more shall require a doctor’s statement regarding the employee’s ability to return to work. To the extent possible, the employee will provide the District with his/her anticipated date of return. The employee will give at least thirty (30) days notice of intent to return unless mutual consent by the employee and the District can be reached for earlier return. Failure to return on the specified date without a good reason shall constitute a voluntary quit.

- 11.6.4 Approval – Employees meeting the conditions specified above shall be granted leaves for illness and/or child care reasons. Other leaves are granted or not granted solely at the discretion of the District.
- 11.6.5 Insurance – The employee may continue to pay the insurance premiums during the period of unpaid leave as specified by law.
- 11.6.6 Return from Approved Leaves – An employee returning from a leave shall be reinstated to the position and classification he/she held when the leave began.

11.7 Conferences/Inservice – The Superintendent or his/her designee may authorize employees to attend conferences or conventions with pay. Approved expenses incurred shall be paid by the Board.

11.8 Jury Duty / Testimony

11.8.1 An employee called for jury duty or given testimony before a judicial tribunal shall be compensated for the difference between the salary and the compensation received for the performance of such obligation. Compensation from the court for mileage and meals shall not be included in the above.

11.8.2 Time spent on jury duty shall not be chargeable against an employee’s leave allowance provided such service was not volunteered by the employee.

11.9 Bonus Leave Days

<u>Chargeable Leave Days Used in Previous Year</u>	<u>Bonus Leave Days Granted Annually</u>
None (0)	Two (2)
One (1)	One (1)

11.10 Workers’ Compensation – An employee who suffers injury while actively engaged in his/her school duties will decide whether they are to be compensated under their accumulative sick leave or on the basis of Worker’s Compensation in accordance with regulations and policies established by the State of Michigan.

11.11 Retirement – Upon retirement under the Michigan School Retirement laws, after a minimum of five (5) years of employment with the Kelloggsville Public Schools, employees will be compensated at the following rates:

5 years through and including 10 years	= \$30.00 per service year
11 through and including 15 years	= \$35.00 per service year
16 through and including 20 years	= \$40.00 per service year
21 through and including 25 years	= \$45.00 per service year
26 through and including 30 years	= \$50.00 per service year
31 + years	= \$55.00 per service year

Additional compensation per service year will be paid provided the employee has accumulated sick leave as follows:

1 through and including 49 days	= \$3.50 per service year
50 through and including 75 days	= \$6.00 per service year
76 through and including 100 days	= \$8.50 per service year
101 through and including 150 days	= \$11.00 per service year
151 through and including 200 days	= \$13.50 per service year
201 + accumulated sick leave days	= \$16.00 per service year

In the case of the death of an eligible employee, retirement and severance terms (11.11 & 11.12) all benefits will be paid to the employee's estate/beneficiary.

- 11.12 Sick Leave Severance – Upon severance, after a minimum of five (5) years of employment with Kelloggsville Public Schools, employees will be compensated as per the following rates:

1 through and including 49 days	= \$18.50 per accumulated sick day
50 through and including 125 days	= \$23.50 per accumulated sick day
126 through and including 200 days	= \$26.00 per accumulated sick day
201 + days	= \$28.50 per accumulated sick day

A dismissed employee shall forfeit rights for this benefit.

- 11.13 Association Leave and Membership Meetings

11.13.1 The Board may release, without pay, members of the union bargaining team for negotiations with the Board.

11.13.2 Membership meetings shall be held after the regular workday or on days when students are not in attendance. No wages will be paid by the Board.

- 11.14 Sick Leave Bank – An employee may qualify for up to an additional fifty (50) days of sick leave in a given fiscal year (July 1 to June 30) in the event of a long-term illness subject to the following conditions:

11.14.1 The “sick leave bank” shall include paraprofessionals, custodians/maintenance, bus drivers, and food service employees; hereafter referred to as “staff”.

11.14.2 Staff shall be asked if they desire to contribute one (1) day of leave to the “leave bank” by filling out a mutually agreed upon form for same.

11.14.3 Donated time (one day) will be banked in hours based upon the hourly schedule of each donor.

11.14.4 Whenever the balance of leave days in the “leave bank” is exhausted, staff shall again be contacted for a contribution of one (1) day.

11.14.5 The Central Office shall maintain a record of those who have contributed leave days to the “leave bank” and of withdrawals from the “leave bank”.

11.14.6 The Central Office shall notify the staff of the “leave bank” status at the beginning of each school year.

11.14.7 Withdrawals from the “leave bank” may be made only by staff who have contributed to the “leave bank” and have fifteen (15) days accumulated leave.

Withdrawals from the “leave bank” may be made only after the staff member has entirely used up his/her accumulated sick leave.

Once a staff member has benefited by or participated in the “leave bank” they will remain in the “leave bank” by continuing to contribute one (1) day per year. When requested to do so newly eligible staff must contribute one (1) day in order to participate in the “leave bank”.

11.14.8 The Committee has the full authority to grant no more than 100 days per year to be used by all staff.

11.14.9 In special cases, upon unanimous decision of the Committee and with the approval of the Board of Education, additional days could be granted beyond the 100 days per year limit in 11.14.8

Exceptional cases may be considered by the Committee and their decision shall be subject to the approval of the Board of Education.

11.14.10 The Committee will review all applications for withdrawal of days from the leave bank. The application will be a mutually agreeable form. Two (2) affirmative votes from the above three (3) Committee members shall constitute approval of withdrawal. The Committee shall determine if the purpose of the withdrawal request is valid as well as the number of days that may be withdrawn in each case. In all cases, the decision of the Committee is final and is not subject to the grievance procedure.

11.14.11 The allocation of the donated time to the absent employee shall correspond to the absent employee’s regular daily schedule.

11.14.12 Payment of the absent employee will be made at the Step Rate of their salary schedule and their assigned classification.

11.14.13 The balance of leave days in the “leave bank” shall be carried over from year to year.

ARTICLE XII

COMPENSATION

- 12.1 Wage Scales – The general schedules and wages of each employee classification are set forth in Appendix A as an incorporated part of this agreement.
- 12.2 Overtime – The following conditions shall apply to all overtime work:
- 12.2.1 Time and One-Half – time and one-half (1-1/2) shall be paid for all hours worked over forty (40) hours in a normal week. (Includes hours paid for vacations and holidays).
- 12.2.2 Minimum Call In – An employee called in to work overtime shall, upon reporting for work, be guaranteed a minimum of two (2) hours of overtime pay.
- 12.3 Subcontracting of Work – the Employer reserves the right to subcontract. In the event the Employer elects to subcontract bargaining unit work which would result in the layoff of unit members, the Employer will give the Association notice of its decision at least forty-five (45) calendar days prior to the implementation date.
- 12.4 School Closings

Custodial/maintenance employees shall follow the listed provisions:

12.4.1 Instructional Days

- 12.4.1.1 Full time custodian/maintenance employees shall be scheduled to work irrespective of weather conditions are to report when it is possible for them to do so.
- 12.4.1.2 Full time employees legitimately unable to report for work due to weather conditions shall be permitted to use a leave day of their choosing for the day (s) missed. Employees failing to report for work who were able to do so shall not be paid and shall receive an unexcused absence for the day. The employer reserves the right to question an employee's ability to report to work.
- 12.4.1.3 Full time employees unable to report to work must inform their supervisor (order of notification: Director of Building & Grounds; Asst. Supt., Supt.) prior to reporting time to qualify for pay as provide in 12.4.1.2

- 12.4.1.4 Full time employees reporting for work when schools are closed on instructional days shall receive “comp time” for those days to the limit that such days are counted for state aid. Compensatory time may be used during the summer.
- 12.4.1.5 Employees, full or part time, who are directed not to work (order of directive: Director of Building & Grounds, Asst. Supt., Supt.) shall receive their regular pay.

12.4.2 Non Instructional Days

- 12.4.2.1 During regularly scheduled school breaks or on non instructional days, when school is closed, full time employees are expected to report to work but shall receive no compensatory time. Employees unable to work will be covered by the provisions of number 12.4.1.2.
- 12.4.2.2 On non-instructional days, when school is closed, part-time employees shouldn't report to work and won't receive compensation.
- 12.4.2.3 Full time employees, who are directed not to work, will be covered by provisions of number 12.4.1.2.

12.4.3 Part-time Employees

- 12.4.3.1 Part time employees requested to work on instructional or non-instructional days when school is closed will receive their regular rate of compensation for the time worked. No “comp time” will be earned. Should they be unable to report, the provisions of number 12.4.1.2 shall not apply.

12.4.4 Bus Drivers, Paraprofessional and Food Service Employees

- 12.4.4.1 Bus drivers, paraprofessionals and food service employees will not report to work and will receive their normal rate of pay for days on which school is closed due to an Act of God and which are able to be counted as days of pupil instruction days for purposes of state aid.
- 12.4.4.2 On days which school is closed due to an Act of God which are not able to be counted as days of pupil instruction for purposes of state aid, bus drivers,

paraprofessionals and food service employees need not report to work and will receive no pay.

12.4.4.3 Food Service employees assigned to a parochial school that cancels school, and Kelloggsville is open, will be assigned to work in the District for the regular scheduled hours. If the employee declines to work the hours then no pay will be received.

12.5 Custodial/Maintenance Shift Premiums – Full time custodial/maintenance employees assigned and working on the second shift shall receive a premium of twenty (20) cents per hour added to their hourly wages. First shift employees working overtime into the second shift aren't eligible for the shift premium.

12.6 Part Time / Full Time – Unless otherwise expressed in this Agreement, full time employment shall be defined as an average of thirty-five (35) hours or more per week for the scheduled work year, school or calendar year. Part time employment shall be defined as employment of an average of less than thirty-five (35) hours per week. Average hours shall be determined actual hours worked per week.

12.7 Pay for Licenses

Drivers – The Employer will reimburse employees required by the Employer to operate school buses in the performance of their work duties, the additional cost above a regular operator's drivers' license for any license and/or endorsement required by law to operate the vehicle. Payment will be made within thirty (30) days of the submission of proof of the expenditure.

12.8 Mileage – Any employee required to use his/her personal vehicle on the job shall receive the District rate per mile.

12.9 Employee Training – Any employee required to attend job related training by the District will be compensated at their regular rate of pay. Bus drivers will be compensated at the extra-trips rate. The total compensation will not exceed eight (8) hours per day or exceed forty (40) hours for the work week. Employees that attend training functions on a voluntary basis won't be compensated for their time.

12.10 Employee Uniforms

12.10.1 Custodial/Maintenance Employees – The Board shall provide, without cost to the employee, two (2) sets of uniforms (of current quality) per year with the following stipulations:

12.10.1.1 Uniforms are to be maintained by the individual.

12.10.1.2 New employees shall be provided with three (3) sets the first year.

Additionally, each day custodian will be provided one (1) appropriate clothing for snow removal. These items will remain on site and will be replaced on an “as needed” basis by mutual consent.

The school District will furnish the tools necessary to perform custodial and maintenance responsibilities.

12.10.2 Food Service Employees – The Board shall provide, without cost to the employee, two (2) sets of uniforms per year with the following stipulations:

12.10.2.1 The employee group will select the style and color combination of the shirt and pant.

12.10.2.2 The supervisor will approve the purchase.

12.10.2.3 The uniforms are to be maintained by the individual.

12.10.2.4 New employees shall be provided with three (3) sets the first year.

12.10.2.5 Additionally, the food van drivers will be furnished one (1) jacket every three (3) years.

12.10.3 Bus Driver Employees – The Board shall provide, without cost to the employee, jackets with the following stipulations:

12.10.3.1 One (1) winter and one (1) spring jacket will be provided to each employee.

12.10.3.2 The employee group will select the style and color of each jacket.

12.10.3.3 The supervisor will approve the selection and purchase.

12.10.3.4 The jackets are to be maintained by the individual.

12.10.3.5 The employees will receive new jackets every three (3) years.

12.11 Fringe Benefits

12.11.1 Health insurance benefits as per Schedule B

12.11.2 Dental insurance benefits as per Schedule C

- 12.11.3 Vision insurance benefits as per Schedule D
- 12.11.4 Disability insurance benefits as per Schedule E
 - 12.11.4.1 The employee must have been employed on the average of 30 hours or more per week.
 - 12.11.4.2 Coverage will begin with the conclusion of the probationary period.
 - 12.11.4.3 Employees shall submit evidence of health insurance non-coverage from other sources.
 - 12.11.4.4 Bus driver's benefits will be based on the average hours worked during the last three (3) weeks of September. If an employee transfers into (or a new employee is hired into) the bus driver job classification after the three-week period in September, the benefits will be based on the average hours worked in the first full three weeks after starting in that job classification.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- 13.1 Board Policy – The provisions of this Agreement shall be considered part of the established policies of the Board. This Agreement, within the scope of its coverage, shall supersede any rule, regulation or policy of the Board which shall be contrary to or inconsistent with its terms.
- 13.2 Copies of Agreement – Copies of this Agreement shall be reproduced with the cost paid by the Board and given to all employees now employed or hereafter employed by the Board. Five additional copies shall be provided to the Association.
- 13.3 Contrary to Law – If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, determined by the court, State or Federal Agency of proper jurisdiction, then such provision or application shall be null and void and shall no longer be a segment of this Agreement.
- 13.4 Joint Meetings – A meeting of the Administration and Association representatives, the Local Association President, a member to be chosen by the Association Board of Directors, Assistant Superintendent and/or Superintendent, shall be held on a mutually agreed upon day each month for the purpose of reviewing the administration of the contract, and to resolve problems that may raise. These meetings are not intended to bypass the grievance procedure.
- 13.5 Signed Copies of Agreement – There shall be four signed copies of this Agreement for purposes of record, one retained by the Board, two by the Association and one for the Superintendent.
- 13.6 Bargaining Not Required - Nothing in this Agreement shall require either the Board of Association to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and Association, in writing, and signed by representatives of the Board and Association.

ARTICLE XIV

CONTINUITY OF OPERATION

- 14.1 No Strike – During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position or stoppage of work or the employee's duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Kelloggsville Public Schools.
- 14.2 No Reprisals – The Association will not support the action of any employee taken in violation of this article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities of this Article.
- 14.3 Violation by Association – In the event the Association or any employee(s) or both violate the intent of this Agreement the Association shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any employee involved in the violation of this Article may be subject to disciplinary action.
- 14.4 Violation by Board – In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by the Association.
- 14.5 No Lockout – During the life of this Agreement, the Kelloggsville Board of Education will not “lockout” any member of the Association in any school of the Kelloggsville School District.

ARTICLE XV

NEGOTIATION PROCEDURES

- 15.1 Complete Agreement – This Agreement shall constitute the contractual obligations of the Board and the Association for the term of the contract. They are not subject to renegotiation except by mutual consent until March 1st of the year of expiration at which time the Board and the representatives of the employees will begin new negotiations. This Agreement is reached in order to assure both parties to the contract of mutual respect each pay to it and that it has the unalterable effort of a binding, legal and moral agreement.
- 15.2 Rights and Responsibilities – In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothes with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XVI

PROFESSIONAL, GRIEVANCE NEGOTIATION PROCEDURE

- 16.1 Definition – Grievance is a claim by any employee, group of employees or the Association that there has been a violation, misinterpretation causing a violation or misapplication of any provision of this Agreement. The KCEA designates the local Association President or his/her designee as the agent responsible for the processing of grievances.
- 16.2 Purpose
- 16.2.1 The purpose of this agreement is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of this procedure.
- 16.2.2 Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- 16.3 Procedures - (see Appendix A for Grievance Form)
- 16.3.1 Level One – An employee may, with fifteen (15) working days of the occurrence of the alleged grievance, discuss it with his/her immediate supervisor or principal, individually or together with his/her Association representative with the object of resolving the matter informally.
- 16.3.2 Level Two – If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing and signed no later than ten (10) working days allowing the discussion held at Level One to his/her supervisor who shall meet with the aggrieved or his/her representative. Within ten (10) working days of this meeting, the supervisor shall give to the aggrieved and the Association, a written response to the grievance.
- 16.3.3 Level Three - If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance in writing no later than ten (10) working days following the discussion held at Level Two to the Superintendent or his/her representative who shall meet with the aggrieved or his/her representative. Within ten (10) working days of this meeting, the Superintendent shall give to the aggrieved and/or the Association, a written response to the grievance.

16.3.4 Level Four – If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the aggrieved may within twenty (20) working days thereafter transmit it in writing to the Secretary of the Board with a statement of the reasons why it is being appealed. At the next regular meeting of the Board, or at a meeting specially called for this purpose, the Board shall consider the grievance and may cause to have held a hearing thereon, may designate one or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or Board Committee shall make a final decision thereon within forty-five (45) working days or earlier of receipt of the grievance at Level Four.

16.3.5 Level Five – No individual employee shall have the right to submit a grievance to Level 5.

If the decision of the Board is unsatisfactory to the Association, the grievance may be submitted to arbitration by submitting written notice within thirty (30) calendar days of the Level 4 disposition or the date the disposition was due at Level 4. The parties shall meet within fourteen (14) calendar days to select an arbitrator.

On alternating cases, the Association or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until the name of one arbitrator remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

- | | | | |
|----|-----------------------|-----|--------------------|
| 1. | (District Names Five) | 6. | (Union Names Five) |
| 2. | | 7. | |
| 3. | | 8. | |
| 4. | | 9. | |
| 5. | | 10. | |

The names submitted by either party will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by placing the other party on written notice during the month of January in any given year or at such other times as an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve. The parties reserve the right to mutually select an arbitrator on the above referenced list or not on the list.

16.4 General Rules Governing the Arbitration Hearing

16.4.1 Neither party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed.

16.4.2 The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

16.4.3 Any arbitrator proceeding conducted under the terms of this Agreement shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Cost of the arbitrator shall be paid by the Board of Education and the Association equally.

The time lines specified in this Article may be shortened or extended upon mutual agreement between the parties. The party requesting a change in the time limits must do so in writing.

16.5 Superintendent Level Disputes – If a grievance arises from the alleged action of authority higher than the building principal, or immediate supervisor, the grievance may be presented at Level Three of the grievance procedure within fifteen (15) days of the alleged grievance. The building principal or immediate supervisor shall receive a copy of the grievance from the Association. At this level, the grievance shall be signed by the Association and the employee involved. The grievance, the alleged act, and the reasons for filing the grievance shall be presented at this time.

16.6 Exclusions – The following issues shall be excluded from the grievance procedure:

16.6.1 The dismissal of a probationary employee.

16.6.2 The substance of an employee's evaluation.

16.6.3 Determination of an employee's qualifications.

ARTICLE XVII

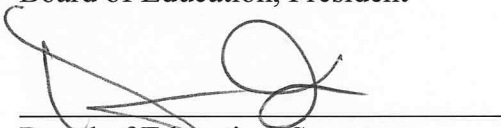
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect for three (3) years until June 30, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the Agreement, renegotiation of part or all of this Agreement may take place at any time during the term of this contractual agreement.

Board Representatives

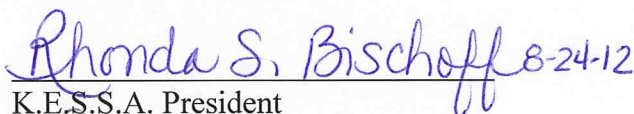


Board of Education, President

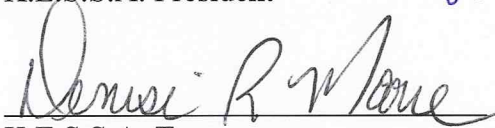


Board of Education, Secretary

Association Representatives



K.E.S.S.A. President

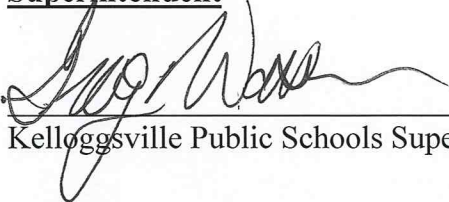


K.E.S.S.A. Treasurer



K.C.E.A. President

Superintendent



Kelloggsville Public Schools Superintendent