

AGREEMENT  
BETWEEN  
BOARD OF EDUCATION  
OF  
KENT CITY COMMUNITY SCHOOLS  
AND  
KENT CITY SUPPORT PERSONNEL ASSOCIATION  
(DRIVERS AND EDUCATIONAL AIDES)  
KCEA/MEA/NEA  
July 1, 2014 to June 30, 2016

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**SECTION I**  
**INFORMATION PERTAINING**  
**TO**  
**ALL SUPPORT PERSONNEL**  
**(DRIVERS AND EDUCATIONAL AIDES)**

## **AGREEMENT**

This agreement is entered into effect July 1, 2014. Between the Kent City Community School Board of Education; hereinafter called the "Board" and the Kent County Education Association, MEA, NEA (KCEA/MEA/NEA) hereinafter called the "Association", through the local affiliate, the Kent City Educational Support Personnel Association/MEA/NEA.

### **ARTICLE I**

#### **PURPOSE**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this agreement. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

### **ARTICLE II**

#### **RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for Kent City Bus Drivers and Educational Assistants.

#### **INCLUDING**

All regular and regular part-time Education Assistants, Bus Drivers and Bus Aides.

#### **BUT EXCLUDING:**

Supervisors and all other employees.

Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all members of the above defined bargaining unit.

## ARTICLE III

### EMPLOYEE RIGHTS

#### A. Discipline

1. No non-probationary employee shall be disciplined without just cause.
2. Disciplinary action shall be defined as any written reprimand, suspension without pay, reprimanded, reduced in rank or compensation or deprived of any opportunity or means of maintaining or holding his/her position favorable to success in the performance of his/her employment duties, or discharge.
3. The Association agrees that the Employer has just cause to discharge any employee who:
  - a. Is convicted of any felony.
  - b. is absent for three (3) Consecutive days without notifying the Employer.
  - c. Does not return from sick leave and leave of absences.
  - d. Is under the influence of intoxicants or illegal drugs while on the job.
  - e. Consumes or sells intoxicants or drugs on Board property.
  - f. intentionally falsifies records.
  - g. Fails to meet State requirements.
4. The above are meant to be representative of reasons for discharge but are not to be limitations upon the Board for taking discharge actions.
5. My bargaining unit member, who is to be reprimanded, warned, or disciplined for any reason, will have (upon request by the member) an Association representative present.
- 6 All discipline will be progressive in nature, except in disciplinary matters covered In Section 3 above.

Progressive discipline will be as follows:

- a. Oral Reprimand in written form b
- b. . Written reprimand
- c. c. Suspension without pay
- d. d. Termination

#### B. Personnel File

Each employee has the right to review the complete contents of her his personnel file. A representative of the Association may accompany the employee, if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. Reprimands may be removed from the employee's file at the request of the employee after three (3) years if there has been no reoccurrence of the problem and the Superintendent determines it appropriate to have the reprimand removed. Claims or complaints alleged that are not substantiated through investigations or grievance procedure will be expunged from the file. The central office file is the official personnel file. The employee shall be notified of any external request to review or copy their personnel file.

#### C. Evaluation

1. All employees will receive a formal evaluation each year by their supervisor. Such evaluation shall be in written form and is to be completed on or before May 1 of each year. The employee will receive a copy of the written evaluation. A copy of the evaluation signed by the employee and the evaluator is to be received by the Superintendent.
2. Evaluations are made with the objective to assist the employee to improve his/her performance and relationship with students and staff, job knowledge, and other aspects of his/her working relationship with the School District. If the evaluation is not completed within the above stated timelines, the bargaining unit member's work will be deemed as satisfactory.

D. At the start of each school year, employees will receive the necessary information as regards Board policy and pertinent information as may regard the safety of any students under the employees' supervision. Such in-service shall be paid by the Employer, and at the employee's regular rate of pay for the hours of the in-service.

### **E. Training**

The Board of Education, at the discretion and with the prior approval of the Superintendent, may subsidize training for courses appropriate to job function.

1. The application forms for pre-approval shall be submitted to the Superintendent fourteen (14) days (calendar) prior to the start of the course.
2. Subsidized cost items will include the successful completion of the course(s).
3. Non-subsidized cost items will include books, materials, and other items not directly related to the courses).

## **ARTICLE IV ASSOCIATION RIGHTS**

The Association shall have the following rights:

### **A. Faculty Usage**

The Association shall have the right to use school building facilities after school hours for Association business on the same basis as the employer's policy permits their use to other community groups. No charge shall be made to the Association for such use. Except in cases where custodians must be called upon to open, close, or clean buildings.

### **B. Bulletin Boards**

The Association is authorized to use the bulletin board located in the bus garage/teachers' lounge for the purpose of posting information which is normal in conducting ordinary Association business.

### **C. Information**

In response to reasonable requests, the Board will provide the Association with all information which is available under the Freedom of Information Act. The Association may be requested to reimburse the Board for costs in reproducing materials.

### **D. Subcontracting**

The Board agrees not to subcontract Bus Drivers, Bus Aides and Educational Assistants work currently being performed by bargaining unit member.

The parties agree that only those special Education runs regarding equipment not owned by the District will be outsourced to the ISD.

### **E. President's Release Time**

At the sole discretion of Superintendent, the Association President maybe released from normal employment duties to conduct Association business, assist in mileage elections, etc,

## ARTICLE V

### BOARDS RIGHTS

#### **A. Authority**

The Association recognizes that the Board on its behalf and on behalf of the electors of the Kent City Community Schools, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the Constitution of the State of Michigan and of the State of Michigan and of the United States.

#### **B. Management**

Except as expressly abridged or modified by this Agreement or by Act 379 of Public Acts of 1965, the powers, rights, authorities, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the business, the equipment, the operations, and to direct the employees work and affairs of the employer;
  2. Determine the number of employees, the number of shifts, the hours of work, starting times and scheduling of all the foregoing;
  3. The right to direct the employees during the time of their employment, including the right to hire, promote, suspend, discipline, discharge, transfer, assign work, layoff and recall from layoff status;
  4. Determine the services, supplies, equipment, methods, schedules, standards of operation and processes in conducting the work of the Board;
  5. Adopt reasonable rules and regulations;
  6. Determine the qualification of employees, including physical conditions, testing, and training of employees;
  7. Determine the number and location of the Board's facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations:
- and,
- 9 The right to take a pro-rated deduction in the event an employee does not give a full two weeks' notice of intent to terminate employment.



### **C. Conflicts**

The Board shall not abridge, or act in conflict to the specific provisions of this Agreement or violate the rights of any employee specifically provided for in this Agreement.

## **ARTICLE VI**

### **JOINT CONFERENCE**

#### **A. Schedule and Agenda**

Upon the request of the Superintendent or designee or the Association President or designee, a conference will be scheduled between the Administration and the Association. The requesting party shall establish the agenda, place it in writing and submit it to the other part at least two (2) working days prior to the meeting.

#### **B. Place of Conference**

The conference shall be scheduled for a reasonable time and shall be conducted at the Board's Administrative office unless it is mutually agreed between the Superintendent and the Association President to meet at a different location.

## **ARTICLE VII WORKING**

### **CONDITIONS**

#### **A. General**

Notwithstanding his/her employment, employees shall be entitled to rights of citizenship. No religious or political activities of any employee or the lack thereof shall be ground for any discipline with respect to the employment of such employee. The private and personal life and lawful activities of each employee is not within the appropriate concern of the Board.

#### **B. Probationary Period**

All employees beginning his/her employment with the Board shall be deemed to be in a probationary status. The probationary period shall be for fifty (50) working days beginning and including the first day of employment. At any time prior to the conclusion of the probationary period, the Board may administer disciplinary action including discharge and such action shall not be subject to the grievance procedure.

#### **C. Start Date, Date of Hire and Seniority Date**

All new hired bargaining unit members will have a start date of the first day of school if hired during the summer, or the first day of on the job, after the first day of school, if hired during the school year.

To distinguish between employees with the same first day of school or the first day on the job, the Date of Hire based on the date of Board approval, or, when the Superintendent is authorized to hire for support personnel on the Board's behalf, the date in the letter of hire from the Superintendent, shall distinguish between them.

Should further distinction be necessary, it will be based on the last four digits of the employee's social security number, with the higher number being granted higher seniority.

1. The probationary period shall commence upon the Start Date (defined in Article VII C). Upon successful completion of the probationary period, the seniority date for layoff, job bidding and any other contractual benefit shall be the Start Date.

2. An employee that successfully completes his/her probationary period after a holiday shall be paid for the holiday retroactively on the next payroll.

## **ARTICLE VIII JOB**

### **ASSIGNMENTS**

#### **A. New Positions**

New positions within the bargaining unit shall be posted for five (5) working days and a copy made available to the Association President and Vice President all performance factors being equal, bargaining unit members with the greatest seniority will be given preference over new hires.

## **ARTICLE IX**

### **LEAVE WITHOUT PAY**

At the discretion of the Board, each employee may be granted an unpaid leave of absence. Requests for an unpaid leave of absence shall be in writing, stating reason and date of absence and shall be signed by the employee. Request must be made no less than ten working days prior to the beginning of such leave. Approval or disapproval shall be given to the employee in writing, by the Superintendent or designee.

## **ARTICLE X**

### **LEAVE WITH PAY**

#### **A. Illness/Injury Leave**

At the beginning of the school year, regular employees shall be granted nine (9) days leave from duty. Leave time available under this provision shall be used if needed for personal illness or injury without deduction from salary. All bargaining unit members shall have unlimited accumulation. (Driver's formula - day's time's hours worked per day equal total hours of leave time per year accumulation.) The Board has the right to be reimbursed for all used, but unearned, sick or personal pay from employees terminated/quit.

#### **B. Usage of Leave**

Leave available under this provision may be used for the following purposes without deduction of salary:

1. Immediate family as defined: spouse, parent(s), grandparent(s), father-in-law, mother-in-law, children, brother, sister, and grandchild.
2. Serious illness or injury in immediate family as defined as a "Medical Emergency prospectively, not actually, requiring the presence of a doctor.
3. In the event of an illness/injury requiring the absence of an employee, the employee shall notify his/her immediate supervisors or designee at least one and one-half (1.5) hours before the day begins or as soon as possible in an emergency.

#### **C. Personal Leave**

Personal leave of three (3) days a year may be granted to each bargaining unit member without limitation on what such days can be used example school days/ non-student days. The Board further agrees to allow time to be used in two (2) hour increments.

All formal /verbal requests shall be submitted to the bargaining unit member's immediate supervisor at least five (5) working days in advance of the anticipated absence when possible.

1. All such requests in order to be allowable must be approved by the employee's immediate supervisor and the Superintendent
2. It is further understood such leave shall not be granted for the first working day preceding or following a vacation period or holiday. Exceptions must be approved by the superintendent.
3. Personal leave days may be taken on a pro-rata basis.
4. Abuse of this benefit by an employee shall result in a disciplinary action.
5. All unused Personal Days at the end of the fiscal year (June 30) shall be converted to accumulated sick days for the employee. This applies to current members of the bargaining unit.

#### **D. Bereavement**

List of absence with pay shall be granted for the reasons following.

*Funeral Leave* (Employee's Immediate Family)

Death In the employee's immediate family, (A spouse, child or stepchild, parent, grandchildren, grandparents, stepparent, brother, sister, parent-in-law) not to exceed three (3) days per occurrence, except in extenuating circumstances with approval of the Superintendent of Schools.

#### **E. Severance**

Each employee who has completed at least five consecutive years of service with the Kent City Community Schools shall receive upon severance (voluntary or involuntary) with the school district the amount of \$16.00 per day for all unused accumulated leave.

The designated beneficiary (on file) of each employee who dies shall receive upon the employee's death the same, if the employee had five years or more of service.

A day shall be defined as the regularly scheduled work hours of the employee for the current school year. The severance pay shall not exceed the regular daily rate of pay for the employee.

## ARTICLE XII

### INCLEMENT WEATHER DAY

A. In the event school is canceled due to inclement weather or conditions not within the control of the District, the following procedures will apply.

1. Bargaining unit members shall not be required to report to work.

2. In the event the District is not required to make up such day(s) to receive State aid payments, employees will receive their regular rate of pay for the day(s). In the event the District needs to make up such days to receive State aid and the District elects to make up the day(s), pay will be issued after the day(s) are made up.

B. In the event school is canceled after employees have reported to work due to inclement weather or conditions not within the control of the District. The following procedures will apply.

1. All employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

2. If such days are not permitted to be counted as a day of student instruction for receiving State aid, employees will be dismissed following any necessary activities and will be paid for time actually worked.

C. Bargaining unit members affected by school delays shall receive their regular schedule days' pay.

D. In the case that an employee is assigned to a substitution assignment for an absent employee that is on unpaid leave of absence, the substituting employee shall receive payment for any substitution hours and his/her regular scheduled hours. The absent employee that is on unpaid leave shall not be paid for his/her regularly scheduled work hours.

In the case that an employee is assigned to a substitution assignment for an absent employee that is on paid leave of absence, the substituting employee shall not receive payment for any substitution hours, but will only receive his/ her regular pay (no additional time, pay). The absent employee that is on paid leave, shall not have their paid leave debited; and shall be paid for his/her regularly scheduled work hours.

## ARTICLE XIII

### BENEFITS

#### A. All Employees

Each employee shall receive his/her regular daily rate, at the time of the holiday for:

In-Service shall be provided prior to the Labor Day holiday.

1. Day before Labor Day

2. Labor Day

3. Wednesday before Thanksgiving (Regular pay and holiday pay shall be paid, but it shall not count toward overtime.)

4. Thanksgiving Day

5. Day after Thanksgiving

8. Christmas Eve

7. Christmas Day

8. Day after Christmas

9. New Year's Eve Day

10. New Year's Day

11. Good Friday (if school is not in session)

12. Memorial Day

To be eligible for such pay, employees must work their last work day prior to the holiday and the first work day following the holiday. An exception to this condition is when the employee is personally ill on the work day prior to or following.

the regular holiday or if employee has a pre-approved leave by the superintendent Proof of illness must be borne by the employee.

An employee being paid holiday pay is to remain on holiday pay unless called in by their respective Supervisor. Once called into work on holiday pay they may work. If they work while receiving holiday pay they will receive the holiday pay and their normal appropriate pay rate. Overtime is to be paid on actual time worked.

## B. Medical Insurance

The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change the carrier(s) as the result of such bid.

The Board by payment of the premium payments for twelve (12) months required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility commencement and termination of coverage.

Upon submission of a proper application form to the Kent City Community School Employee Benefit Office, the Board shall provide the premium contributions towards the benefits described for those employees who meet the qualifications stated in this Agreement.

The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a summary of which is available for inspection during normal working hours at the Benefits Office of the Board and are subject to underwriting rules and regulations.

AN OPEN ENROLLMENT PERIOD SHALL BE PROVIDED ANNUALLY DURING THE MONTH OF SEPTEMBER OR OCTOBER.

Upon written request, the Board will pay a part of the monthly medical insurance premium for MESSA Choices II with \$200/400 deductible, 5/10/25 office visits and the Saver Rx drug card with the XVA2 Rider for eligible employees.

Current eligible employees shall maintain insurance for single subscriber. They may also select 2- person or full family coverage for the duration of this Agreement.

The parties agree to retain the \$91,000 health insurance pool to be divided by eligible employees. The deviser will be capped at 15 eligible members.

Eligible employees are defined in Appendix A. Employees may elect to pay their share of employee group insurance via a Section 125 Plan.

The employer shall provide a cash option in lieu of health insurance. The cash amount shall be based on the amount listed in Appendix A. The amount of the cash payment received may be applied to an approved annuity by the employee or a cash option.

The premium or amount shall be paid by the District for twelve (12) months.

Employees hired on or after July 2010 shall not be eligible for medical insurance coverage. The parties agree to remove language that denies benefit eligibility to Title I Educational Assistants working at least 30 hours per week hired after 2010.

## C. Long Term Disability- All Employees

Employees working twenty five (25) hours or more per week shall be entitled to disability insurance as provided by the Set Long Term Disability Program. Premium shall be paid by the District for twelve (12) months. Employee's will be notified within 5 days of when he/she becomes eligible for benefits.

**D. Dental Insurance - All Employees**

Employees working twenty five (25) hours or more per week shall be entitled to single subscriber SET Dental insurance Premium shall be paid by the District for twelve (12) months. Employee's will be notified within 5 days of when he/she becomes eligible for benefits.

**E. Worker's Compensation**

An employee injured on the job shall report such injury at once to the central office and the employee's immediate supervisor. All reports must be filed at the central office as soon as possible after the accident.

**F. LONGEVITY - DRIVERS AND EDUCATIONAL ASSISTANTS**

<u>LONGEVITY</u>	
<u>YEARS</u>	<u>CENT/ HOURS</u>
12	\$0.10
16	\$0.25
20	\$0.45
25	\$0.70

1. All wages shall be paid on an "as earned" basis on the basis of time sheets signed by the employee and approved by her/his supervisor. Time sheets must be submitted to the central office in time to be included with the regular payroll. Payment of wages earned will be made on alternate Fridays.

G. The Board will provide cash in lieu option for eligible employees as outlined in Appendix A.

H. Employees that are required by the district to attend additional training shall be paid the cost of the class.

I. Employees will be paid the regular rate of pay for training required by the district.

**ARTICLE XIII REDUCTION IN WORK FORCE**

**AND RECALL**

**A. Definitions**

1. The word "layoff means a reduction, other than termination, retirement, or leave of absence, in the number of employees employed as bus drivers, bus aides or educational assistants.

2. The word "seniority" means continuous employment service within the classification of Bus Diver, Bus Aide, or Educational Assistant excluding leave of absence without pay that exceeds thirty (30) days and layoff. There shall be no loss of seniority for absence as a result of the employee's personal illness.

**B. Loss of Seniority** - Seniority shall be lost if any of the following apply:

1. The employee retires, quits or is discharged;
2. The employee does not return from a leave of absence within two (2) working days after the leave expires;
3. The employee is absent two (2) consecutive work days without properly notifying the Board. If the Board is notified of extenuating circumstances which are beyond, the control of the employee, the Board may waive this condition; and
4. The employee does not return from layoff status within five (5) working days from date of recall.

### C. Seniority Frozen

Seniority shall not be lost, but shall not continue to accumulate when the employee is on layoff status and unpaid leave of absence exceeding thirty (30) days.

### D. Layoff

1. Employees shall be laid off according to the inverse order of seniority by classification within the bargaining unit unless there are position(s) requiring special knowledge, certification and/or job skills which employees with higher seniority are unable to perform. Then the employee next on the seniority list will be laid off (etc.) provided that the Board is not required to continue the employment of any employee in any position for which he/she is not qualified as determined by the administration and not certified (assume State certification is required).
2. Employees to be laid off shall be allowed to transfer to another position within their classification provided he/she is qualified, as determined by the administration and is State certified (if required) to perform the function(s) of the other position and who has more seniority than the employee currently serving in that position.
3. Employees being laid off shall be given written notice at least ten (10) working days prior to the effective date of the layoff.

### E. Recall

1. Employees shall be recalled in inverse order of layoff to vacancies within the classification from which they were laid off providing he/she is qualified as determined by the administration and State certified (assume State certification is required) to perform the job function that is vacant.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employee's record or delivered in person by an administrator to the affected employee. It shall be the employee's responsibility to keep the Board informed of his/her current address. The recall notice shall state the time, date and position to which the employee must report to work.
3. Each employee who has received a recall letter must notify the Board within three (3) days of the receipt of recall notice as to whether he/she will accept the assignment. In the event the employee does not return to the assignment on the reporting date or within two (2) working days thereafter, the employee shall be considered voluntarily terminated.
4. Each employee on layoff status shall remain on the recall list for fifteen (15) months.
5. Refusal of a position that is not substantially equivalent in time to the position she/he previously held shall not affect that employee's recall rights.
6. Any employee on layoff status shall, upon application at his/her option, be granted priority status on the substitute list for any position which she/he is qualified to perform. If more than one employee is on the substitute list the employee with the most seniority will be used as a substitute first.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### **A. Definition**

1. A "grievance" is a claim by one (1) or more employees or the Association, stating that there has been an alleged improper application or violation of this Agreement.
2. An "aggrieved employee" is the employee, employees, or Association who is directly affected by the Board's action or inaction giving cause to the alleged improper application or violation of this Agreement and, therefore, will make the claim.

#### **B. Grievance Form**

Any grievance presented, in writing, by aggrieved employee(s) shall include the following:

1. What, when and where did it happen or what did not occur.
2. What article(s) and section(s) of the Agreement were allegedly improperly applied or violated; and,
3. What is the relief sought.

#### **C. Purpose. Days and Time Limits**

- 1- The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to each grievance as defined in A. above. The Board and Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Since it is important to process a grievance as rapidly as possible, the number of days (the term days for this article shall exclude Saturdays, Sundays, Holidays and days when the Board does not normally conduct business) indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified the grievance shall be settled on the basis of the disposition at the proceeding level. In the event the written answer is not submitted in the time specified the aggrieved may proceed to the next level. The time limits specified may be extended by mutual agreement between the aggrieved and the Superintendent. The requesting party must request in writing the extension agreement. The agreement must be signed by both parties.

#### **D. Non-Grievable Items**

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Agreement.

1. Failure to continue the employment of any probationary employee.
2. The content of evaluation.
3. Any claim, complaint or lawsuit for which there is another remedial procedure of forum established by law and the employee has enacted same.

#### **E. Procedure**

##### 1. Level One (Immediate Supervisor)

An employee shall, within ten (10) working days of the occurrence of the event upon which the grievance is based, orally discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the aggrieved employee's immediate supervisor within ten (10) working days of the occurrence of the grievance. A written answer shall be given within three (3) working days following receipt of the written grievance.



## 2. Level Two (Superintendent)

If the answer of the immediate supervisor is not satisfactory to the aggrieved, the aggrieved or the association may present the grievance to the Superintendent or designee not more than five (5) working days following the answer received in Level One. A meeting will *be* scheduled within five (5) working days between the Superintendent, the aggrieved, association leadership and supervisor to discuss the grievance. The decision of the Superintendent or designee shall be given, in writing, within five (5) working days following the meeting.

## 3. Level Three (Board)

If the answer of the Superintendent or designee is not satisfactory to the aggrieved, the grievance may be presented by the Association President or designee to the Board, via the Superintendent, within five (5) working days after receipt of the written answer from Level Two.

4. A meeting between at least two (2) members of the Board, the aggrieved, and representative of the Association and Administration shall be held within ten (10) working days following the first regular Board meeting after receipt of the written grievance. The decision of the Board shall be given, in writing, within five (5) working days following the next regular Board meeting.

5. In the case of a grievance not resolved at the Board level, either party may invoke section seven (7) of Public Act 379 of 1965 (mediation/ arbitration). The power of the mediator/ arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written nor shall he/she grant a decision which in effect shall grant the Association and/or employee which the Association were unable to obtain through any negotiation process. The decision of the mediator/ arbitrator shall be binding on both parties.

6. The expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring them.

## **ARTICLE XV**

### **NO STRIKE CLAUSE**

The Association and the Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## ARTICLE XVI

### CONFORMITY TO LAW

If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall *be* found contrary to law. Then such specific provision of specific application shall be deemed null and void but all other provisions shall continue in full force and effect

The parties acknowledge that Kent City Community Schools will comply with Kent Intermediate School district consolidation of services plans as developed in compliance with State Law/Guidelines. Collaborative consolidation concepts are being discussed, and may impact Kent City Community Schools in several ways, including but not limited to, transportation of special education children, and other strategies. Kent City Community Schools reserves the right to comply with the consolidation plans as the Board determines. The Association reserves the right to submit a demand to bargain regarding any change in working conditions that are either mandatory or permissible subjects of bargaining.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

Copies of this agreement shall be printed at the expense of the Board and presented to all bus drivers, bus aides and educational assistants employed by the Board. The Association shall be furnished an additional ten (10) copies of the Master Agreement upon request.

**ARTICLE XVIII DURATION**

**OF AGREEMENT**

This Agreement shall be effective upon Board ratification and shall continue in effect until the 30th day of June, 2016. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. Pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date; this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties. Salary and benefit reopener for 2015-2016 school year.

President Board of Education

Date

Secretary Board of Education

Date

President, Association of Bus Drivers/Aides

Date

President, Association of Educational Assistants

Date

President KCEA

Date

**HEALTH CARE PROCEDURE AUTHORIZATION FOR MEDICALLY FRAGILE STUDENTS**

Name:

Address:

Parent/Guardian:

Address (If different)

Phone:

Physician:

Phone:

Note to Physician: Should you have any questions regarding this request, please contact:

Teacher: \_\_\_\_\_

At \_\_\_\_\_

Or, Director of Special Education: \_\_\_\_\_

At \_\_\_\_\_

1. Verification of Medical or Health Status:

A. Attach pertinent reports or records (see signed Released of Information). B.

Identify any medical or health concerns that are not addressed in A above.

2. Procedures/Intervention:

A. List health care procedures/Interventions required and their frequency.

B. Identify any additional restrictions or modifications in school activities or health care that would be necessary for the student to participate in the school.

C. Identify additional special equipment, aids, restraints or mobility assistance needed for the student to safely participate in school.

D. Identify training required for staff to provide the supervision or interventions addressed in II A.

3. Recommendations for Transportation and School Attendance.

\_\_\_ Based upon the above information and identified procedures, this student is able to be safely transported to and from and attend school and, therefore, transportation and school attendance is recommended.

\_\_\_ Based upon the above information and procedures, this student is NOT able to be safely transported to and from school and, therefore, transportation is not recommended.

\_\_\_ Based upon the above information, it is recommended that the IEPC be convened to determine appropriate school and support services.

Signature of Physician \_\_\_\_\_

Date

Signature of Parent/Guardian \_\_\_\_\_

Date

## MEDICALLY FRAGILE STUDENTS

1. Medically Fragile Student will be identified through the IEPC process.
2. Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided.
3. Any bargaining unit member who has a medical fragile student assigned to him/her will be trained by licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs.
4. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e. portable phone, etc.).
5. Any bargaining unit member working with any school student is covered as an agent for the school under the Boards' liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.
6. The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.
7. If the preceding six steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

**SECTION II**

**INFORMATION PERTAINING**

**TO**

**EDUCATIONAL AIDES**

## ARTICLE I-A

### EMPLOYMENT STATUS

#### A. Probationary Period - Educational Assistants Probationary Language transferred to Article VII - B

1. An Educational Assistant transferring from one Educational Assistant position to another requiring different job skills shall be placed on probation for a period of thirty (30) working days. In the event that the employee fails to meet the necessary skill qualifications of the newer position, he/she shall be returned to his/her previous position in which his/her abilities can best be utilized.

#### B. Full-Time and Regular Part-Time Educational Assignment

1. Full time is defined as working six (6) or more hours per day for the scheduled days in the school year.
2. Regular part-time is defined as working less than six (6) hours per day for the scheduled days in the school year.

#### C. Hours of Work- Educational Assistants

The hours and work week of All Educational Assistants shall be established at the beginning of each employee's work year, but are subject to change as conditions may dictate. Notice of changes shall be given.

#### D. Overtime - Educational Assistants

All hours of Educational Assistants shall be paid at straight time. However, any Educational Assistant assigned to work more than forty (40) hours in one (1) calendar/work week (Monday through Friday) may refuse assignment of work in excess of forty (40) hours per week. All hours in excess of the employee's regularly assigned hours shall be by assignment by the Educational Assistants immediate supervisor. Any hours worked over forty (40) hours per week will be paid at once and one half (1 1/2) times the basic rate.

#### E. Relief Breaks - Educational Assistants

Each Educational Assistant shall be allowed one fifteen (15) minute relief break for each three (3) consecutive hours worked each day. Employees working more than six (6) consecutive hours per day shall be entitled to two fifteen (15) minute break.

#### F. Lunch Period - Educational Assistants

Each Educational Assistant shall be allowed a non-paid duty free lunch period of one-half (1/2) hour per day.

The lunch period will be scheduled by the Educational Assistant's supervisor.

## ARTICLE II-A

### WORKING CONDITIONS

#### A. Educational Assistant's Working Conditions

1. Each new Educational Assistant before taking up his/her duties for the School District must have on file a health certificate indicating the applicant's physical fitness for his/her duties signed by a licensed physician of medicine. Employment in any position shall be contingent upon filing this certificate with the Administrative offices.
2. Each applicant shall meet the state requirements concerning the tuberculosis examination. Failure to comply with this requirement will result in suspension without pay until the proper records are submitted to the Administrative office.

## ARTICLE III-A

### JOB ASSIGNMENTS

#### A. Job Selection

Prior to the start of the school year ( at least 14 day's mid – august) the Educational Assistants will begin to select their job assignments. All job assignments will be provided on an hourly basis for the top senior employee to begin the selection process for the school years job schedule. Each job assignment will have a time / schedule so the employee can create their work schedule. Job assignments will be on an hourly basis. Not to exceed 40 hours per-week.

The Administration agrees that in order for staff to improve in the criteria, employees will be allowed to sub/ transfer to other job assignments based on seniority in order to improve their skills. A list of subbing/ transfer will be made within ten (10) days after the start of the school year. If positions within the bargaining unit are open, bargaining unit members will have the option of filling the position based on seniority.

If part-time positions within the bargaining unit become available, bargaining unit members with time available plus necessary skills shall have the option of filling the position.

#### B. Vacancy and Transfers - Educational Assistants

Vacancies in Educational Assistant positions, arising as the result of resignation, retirement, death or dismissal for cause, shall be posted for five (5) working days and a copy made available to the Association president.

Positions may be filled on a temporary basis for twenty (20) working days or less. Any Educational Assistant may apply for a vacancy. All performance factors being equal, bargaining unit members with the greatest seniority will be given preference over new hires. Applications shall be made in writing to the Superintendent. Notice of all vacancies will be placed in conspicuous places in all buildings where Educational Assistants are assigned.

#### Testing

The parties recognize that skill testing of job applicants is an effective tool in evaluating, fairly and objectively, whether or not applicants meet minimum skill requirements. The minimum passing skill requirements for a new employee shall

be 80%. In the case of an existing employee transferring (voluntarily or involuntarily) into a new posted position, the minimum passing skill requirement shall be 70%.

#### Establishing Testing Components

Required skill tests for each job position will be determined by the Administration and reviewed with the Association. Required tests will be consistent for each position.

Job Descriptions will be included with the posting. Job Descriptions will not be created or changed arbitrarily and will reflect the work performed.



**Job Positions**

All testing requirements and required scores will be posted on both internal and external job postings. Positions will state if an interview will include a test(s) and any activities specific to the posted position.

**C. Voluntary/Involuntary Transfers - Educational Assistants**

Educational Assistants may make written requests for transfers to the Superintendent. These voluntary transfers may be made by the Administration at such times and under circumstances that are determined to be beneficial to the educational program. If more than one individual applies for such transfer, the Administration will determine this transfer. Involuntary transfers may be enacted by the Administration, based on educational and reasonable cause. The affected employee shall be given advance notice and assistance in handling assigned duties and responsibilities.

**Involuntary Transfer due top position elimination**

An employee who is involuntarily transferred into a higher level position due to position elimination will be required to test for the position if the involuntarily transferred employee fails to meet minimum testing requirement, the employee will be given the opportunity for training provided by the Employer to address areas of deficiency during a thirty (30) working day period. At the end of the thirty working day trial period If the employee retakes the test and fails to meet the minimum required skills for the position, the affected employee shall displace the next less senior bargaining unit member on the Educational assistant seniority list.

**D. Bumping**

If positions are eliminated within bargaining unit, seniority applies and bumping may occur with supervisors' approval.

**E. Job Description** – To be determined

**ARTICLE IV-A**

**BENEFITS**

**A.**

EDUCATIONAL ASSISTANTS WAGE SCHEDULE						
Effective Date	Steps (Years of Service)					
	1	2	3	4	5	6
7/1/2014	10.06	10.89	11.40	11.72	12.03	12.84

Each employee will receive an off schedule stipend of .75% and an additional .25% if the district meets or exceeds it's projected student enrollment of twenty (20) additional students .Salary and benefit reopener in the school year (2015-2016).

B. Educational Assistants will be paid a full day's pay at their regular rate of pay on days that the District has school in-service if they attend the in service with the building principal's permission. A two hour in service will be made available to Educational Assistants per year.

C. Title I Educational Assistants

- (a) Shall work a seven (7) hour day.
- (b) Shall be paid \$114.25 per day.
- (c) Shall work 174 days per year.
- (d) Shall have 12 paid holidays in addition to the days worked for a total of 186 paid days per year.
- (e) Shall be granted all other benefits and working conditions of the contract for Educational Assistants.

**EDUCATIONAL AIDES**

**SENIORITY**

**Updated 2014/2015- current**

NAME

---

- 1. Lynn Wilson
- 2. Sandy Winell
- 3. Sheri Morehouse (VanDenVerg)
- 4. Kim Goodrich
- 5. Velvet Lerch
- 6. Karen Busse
- 7. Kristy Marble
- 8. Connie Babbitt
- 9. Julie Westbrook
- 10. Ryan Potter
- 11. Keith Sarres
- 12. Vicki Totten
- 13. Monica Moore
- 14. Andrea Lutz
- 15. Rosey Loew
- 16. Heidi War muskerken
- 17.

**SECTION III**

**INFORMATION PERTAINING**

**TO**

**BUS DRIVERS**

**AND**

**BUS DRIVER AIDS**

## ARTICLE I-B

### EMPLOYMENT STATUS

#### **A. Probationary Period - Drivers/Aides**

Language transferred Article VII B – Working Conditions

#### **B. Regular Drivers/Aids**

A regular driver/aide is any employee who is employed by the Board in a position requiring at least two (2) runs or two (2) hours of employment per day for the entire school year or fills a vacated position

#### **C. Regular Part-Time Drivers/Aides**

A regular part-time driver/aide is any employee who is employed by the Board in a position requiring at least one (1) run or one (1) hour of employment per day for an entire school year or fills a vacated position, newly created position.

#### **D. Temporary Employees - Drivers**

All available and eligible, regular bus drivers will be given first choice by seniority for any substitute/temporary work. Employees will *be* limited to forty (40) hours per week for all work performed for Kent City Community Schools. Any work over forty (40) hours per week must be approved by the supervisor. One week after the drivers bid selection process is completed, the transportation supervisor shall have a list available for bargaining unit employees that are available for sub work to be performed. The list will start with the first employee with less than a six (6) hour regularly scheduled work day and proceed down the seniority list. If at the end of the rotation through the list no employee accepts the sub assignment, then the rotation shall begin again at the top of the seniority list. The parties agree that all employees shall have an equal opportunity to bid on the sub work. If no employee accepts the sub work, then the supervisor may select any available employee.

## ARTICLE II-B

### WORKING CONDITIONS

#### **A. Safety Conditions - Drivers**

When a bus is judged, by a qualified mechanic who is employed or retained by the Board and/or the transportation supervisor, that there is a health and/or safety hazard, the bus need not be driven by an employee. Each employee is allowed to submit his/her judgment in writing, concerning any alleged hazard or safety condition to the transportation supervisor.

#### **B. Absenteeism - Driver**

Each employee who will be absent from his/her employment must notify transportation supervisor at least one and a half (1 1/2) hours prior to his/her reporting time.

#### **C. Reporting Form - Drivers**

The administration will work and cooperate with each employee who reports student misbehavior on a form provided by the Board. The form shall provide space to report who was involved, what occurred, where the incident occurred and when the incident occurred. The parties agree to use the student misconduct form used as late as the 2010-2011 school year.

D. A bus aide may be assigned to a regular education bus run whenever a Medically Fragile, SXI (Severely Multiple Impaired), SMI (Severely Mentally Impaired) or EI (Emotionally Impaired) is regularly assigned to such a run. The decision to assign an aide will be made by the Superintendent or the Superintendent's designee.

E. Transportation employees and Educational Assistants will be included in training programs sponsored by the District which are relevant to their respective areas of responsibilities. The Superintendent will determine relevancy.

F. Cameras on buses shall not be used in the evaluation of drivers. Cameras shall be used for the primary purpose of maintaining student discipline on the bus.

## ARTICLE III-B

### JOB ASSIGNMENTS

#### A. Route Selection - Drivers/Aides

Prior to the beginning of the school year, all bus runs will be selected by the drivers on the basis of qualifications and seniority. Each bus run will have its own time set for the driver's choice of runs in the selection of his/her job assignment. When a run is combined in a regular run (A.M., P.M. or K) times will be established as if the runs were separate. A.M. Bus runs will be 1.50 hours in duration paid and P.M. Bus runs will be 1.75 hours in duration paid.

Regular runs will be paid at not less than one hour. Each driver shall be limited to not more than six and one-half (6.5) hours, part of which shall consist of one regular A.M. and one regular P.M. run. All attempts shall be made to keep the same driver to the same A.M. and P.M. routes. Exceptions to this procedure will be made with drivers who have assignments in special education routes. In such case, a driver may have both an A.M. and P.M. run only one such or none depending upon scheduling needs. The Transportation Supervisor shall have the option to adjust drivers' runs within the six and a half (6.5) hour limitation after consultation with the Association and the affected driver.

During the first ten (10) working days, drivers may opt to change their route assignments if new runs are added or vacancies occur. All such changes shall occur on the eleventh (11th) working day. No further changes in assignments will be permitted after this ten (10) day period, except for resignation, retirement, termination, creation of a new position or death of a bargaining unit member. Additional runs or vacancies (excluding leaves without pay) which occur after this Initial ten (10) day period shall be posted. Such positions will be filled on the basis of qualifications and seniority.

It is mutually understood that when an employee of the Transportation Department selects a bus aide assignment that in the absence of the bus driver, the bus aide (if qualified) will become the driver until the regular driver returns to work. A substitute will perform the bus aide's responsibilities until he/she returns to his/her assignment; this also includes any summer programs.

#### B. Extra Trips

Extra trips will be assigned to interested drivers on the basis of seniority and rotation.

There will be three lists - Day, Afternoon and Weekend/Holiday

1. Day = during school hours
2. Afternoon = run starts during the p.m. school hours and extends beyond the end of the school day
3. Weekend/Holiday = run starts on a Saturday, Sunday or Holiday

Refusal of an extra trip will result in a driver being credited for that trip.

In the event an extra trip is canceled, the driver will be notified at least one (1) hour before departure time. If the driver is notified about the canceled trip less than one (1) hour before departure, the driver will be paid twice the current contract extra trip hourly driving rate (a minimum of two hours).

If the driver accepts an extra trip for an athletic drop-off, which is not immediately after a regular A.M. /P.M. run, the driver will be paid for a minimum of two hours at the appropriate trip rate.

The parties agree that if the driver gives up their normal bus runs to take an extra trip, he or she will receive their regular rate of pay for the time that they gave up. The remainder of the trip will be paid at the trip rate.

#### C. Summer Runs - Drivers/Aides

It is mutually understood that summer runs are positions made possible by special state and/or federal enactment's and programs and/or Special Education Programs and funds. Bus drivers who are employed as a result of such programs cannot be guaranteed continuation of such employment without such authorization and funding.

When the Kent City Community Schools assumes the responsibility of transportation to such programs and/or when such programs are conducted within the facilities of the Kent City Community Schools, our drivers shall be the first to be offered available driving positions. Once an employee accepts a summer run assignment said employee shall be limited to that assignment unless no other Kent City bus driver is available and willing to work in additional position vacancies. It is understood that an assignment will be made on the basis of qualifications and seniority.

The ratio of pay shall correlate to the appropriate pay scale and on a per hour basis to that outlined in this Agreement. The Insurance benefits of this Agreement shall not apply to these positions.

**D. Bumping Rights**

If runs are eliminated, drivers affected by the elimination of work will be allowed to bump driver(s) with the least amount of seniority. Example: #5, 9 and 15 seniority drivers all have runs that #1 driver could do according to his/her availability. #1 seniority driver has a run eliminated causing a reduction in work. #1 driver would have to bump driver #15 out of his/Tier position before bumping driver #5 or 9.

**ARTICLE IV—B**

**BENEFITS**

**A. Physical Examination**

Dollar allotment toward cost of examination, when examination is a job requirement, will be the same as school contracted doctor. Any cost above school contracted doctor will be the employees' responsibility.

**B. Chauffeurs License**

Any required licenses In addition to a regular driver's license for public school employees required by the District to drive others as part of their job responsibilities is to be obtained and kept current by each employee, with the expense of the licenses to be reimbursed by the Board, upon presentation of a paid receipt.

**ARTICLE V-B**

**WAGES - DRIVERS**

The time paid per A.M/P.M. or all bus runs shall be paid according to not less than one (1) hour except for shuttle runs. All pay will be paid on an hourly basis. Each run's hours will be determined by the Transportation Supervisor at the beginning of the school year.

Pre-trip - Two hours per week shall be paid for servicing buses, cleaning, and etc. Each bus driver will be allowed two (2) hours' time each week at the extra trip rate for servicing his/her bus including oiling, fueling, cleaning and disciplinary reports.

Drivers performing a pre-trip task, extra to their assigned bus shall receive additional one hour pre-trip pay at the extra trip rate (Servicing more than one bus).

<u>Rates Per Hour</u>	<u>2014 to 2015</u>
Regular , Special Ed. Voc. Ed, Kindergarten, Head Star, Migrant	
Step	
Probationary - 50 working days	\$16.21
1	\$16.43
2	\$16.74
3	\$17.14
4	\$17.14
Shuttle Run(s) (.25 hours credit)	\$3.37
Extra Trips	\$11.95
Bus Aide	
Step	
Probationary	\$10.74
1	\$11.04
2	\$11.13
3	\$11.13
4	\$11.35
Note: summer bus aides will receive an additional	1.00 per-hour

Each employee will receive an off schedule stipend of (.75%) and an additional (.25%) if the District meets or exceeds its projected student enrollment of twenty (20) additional students. Salary and benefits re-opener for the school year (2015-2016). The board agrees to provide drivers with a winter or a spring jacket.

## **TRANSPORTATION- BUS DRIVERS**

### **SENIORITY LIST 2014–2015**

1. Paul Olson
2. Debbie DeFow
3. Georjean Morgan
4. Kreigh Freeland
5. Rachelle Abshier
6. Penny Parmeter
7. Jill Krikke
8. Sue Anderson
9. Tim Bowers
10. Tammey Ruzzene
11. Penny Crowley
12. Kendra Harris
13. Jody Bright
14. James Kaczorowski



**Letter of Agreement**

**Between**

**• Kent City Community Schools**

**And**

**• Kent City Support Personnel Association /KCEA/ MEA/ NEA**

This Agreement is entered into between the Kent City Community School District, referred to as the "school district" and the Kent City Support Personnel Association, referred to as the "association"

In consideration of the mutual covenants hereinafter set forth the school district and the association hereby agree as follows.

Article V.- B

Wages- Drivers

1. Drivers performing a pre-trip task, extra to their assigned bus shall receive additional one hour pre-trip pay at the extra trip rate (Servicing more than one bus)
2. Current drivers performing this pre-trip task shall receive back pay

Association

Date

**APPENDIX A**

**LETTER OF AGREEMENT  
BETWEEN KENT CITY COMMUNITY  
SCHOOLS  
AND  
KENT CITY SUPPORT PERSONNEL  
ASSOCIATION/KCEA/MEA/NEA**

**THIS AGREEMENT** is entered into between the Kent City Community School District, referred to as the "School District" and the Kent City Support Personnel Association, referred to as the "Association".

In consideration of the mutual covenants hereinafter set forth, the School District and the Association hereby agree as follows:

All eligible employees that qualify for insurance coverage as per Article XIIC. Under the current contract shall have the option of using the monthly insurance premium allotment to purchase insurance coverage or if the employee elects not to select insurance coverage he/she may elect other options.

The employee may use the whole or partial sum of the monthly allotment to purchase additional dental insurance coverage.

The employee may use the whole or partial sum of the monthly allotment to purchase approved annuities or cash options.

The parties agree to adjust the insurance coverage allotment as employees retire or leave employment on a permanent basis. The formula base shall be adjusted. Formula: a pool of \$91,000 shall be divided by the number of eligible employees that have insurance coverage to produce the monthly coverage (for 12 months) allotment for the employee.

For the current school year (2014-2015) - The number of eligible employees has been reduced from 18 to 16. Therefore, the \$91,000 shall be divided by 16 to produce \$5,687.50 divided by 12 months to equal \$473.95 monthly insurance allotment for each eligible employee.

**ARTICLE XII B.** Insurance of the current Master Agreement shall not apply to these employees hired after July 1, 2010 and they shall not be eligible for health insurance coverage. They shall be covered by all other sections of Article XII per the Agreement. Title I exemption see page 13.

The parties agree that the Letter of Agreement shall pertain to the specified Articles and sections of the current Master Agreement and does not modify, change, or alter the Master Agreement in any other manner. Furthermore, this Agreement does not establish a precedent for either party.

For the School District

Date

For the Association

Date

**CURRENT EMPLOYEES ELIGIBLE  
FOR  
HEALTH INSURANCE  
FOR THE  
2104/2015 SCHOOL YEAR**

1. **Rachelle Abshier**
2. **Sue Anderson**
3. **Deb DeFouw**
4. **Kreigh Freeland**
5. **Jill Krikke**
6. **Georjean Morgan**
7. **Paul Olson**
8. **Penny Parmeter**
9. **Velvet Lerch**
10. **Sheri Morehouse**
11. **Kim Goodrich**
12. **Lynn Wilson**
13. **Sandra Winell**
14. **Karen Busse**
15. **Ryan Potter**
16. **Monica Moore**

**If an employee ( Bus Driver or Educational Assistant) from the insurance pool leaves employment from the district then the next employee within their unit / department by seniority will be notified and offered health insurance. If that employee refuses these benefits it must be in writing. Each employee (bus driver and educational assistant ) working at least (17) hours per week, who are currently ineligible for participation in the health insurance pool, he/she will receive (\$50.00) per month ( for 10 months ) into a Health Saving Account (HAS).**

Letter of Agreement

Between

Kent City Community Schools

And

Kent City Support Personal Association /KECA/MEA/NEA

This agreement is entered into on this date 9/02/14 Between the Kent City Community School District, referred to as the "School District" and the Kent City Personal Association, referred to as the "Association".

In consideration of the mutual covenants hereinafter set forth,  
The School District and the Association hereby agree to the following:

The parties agree to add to Article II RECOGNITION (Page 5 of the Master agreement) the Job assignments of STAND –IN Bus Drivers.

These employees will receive contractual wages and benefits as allowed within the contract.

Note: James Kaczorowski was hired in the school year of 2013 and will be placed on the step (2) wage scale for driving (\$16.43) and non-driving of (4 hours per day at \$13.00 per hour). ~~Mr. Kaczorowski will receive back pay for hours worked at this scale and holiday pay per contract.~~

For the School District: *Kent John* Date: *9-19-14*

For the Association: *Paul also* Date: *9/19/14*

**LETTER OF UNDERSTANDING**

**between the**

**KENT CITY SUPPORT PERSONNEL ASSOCIATION (KCSPA/KCEA/MEA)  
and the**

**KENT CITY SCHOOL DISTRICT**

**RE: Subbing**

The above-named parties agree to the following:

Educational Aides will be allowed to sub for others with more hours (if it increases his/her schedule by at least one half hour). Attempts will be made to minimize the impact on students. Impact on students shall be defined as placements that that displace no more than two(2)staff members daily. The tracking and placement of such aides shall be completed by an Association Representative and approved by the Principal. In the event that the Association is no longer able to perform this function, subbing will only be allowed if such work does not conflict with his/her normal work schedule.

In order to facilitate the subbing process, a list of subbing/transfer will be made within ten (10) days after the start of the school year. If positions are available within the bargaining unit, bargaining unit members will have the option of filling the position(s) based on seniority.

\_\_\_\_\_  
For the Kent Intermediate Education Association  
(KIEA/KCEA/MEA)

\_\_\_\_\_  
For the Kent Intermediate School District

Dated: \_\_\_\_\_

Kent City Community Schools  
2015 Negotiations Support Group  
Board Proposal  
June 23, 2015

NRS  
Paul also  
Lynn Wilson  
Perry Grawby

This is a package proposal and must be accepted or rejected as a whole. Declination of any part of the proposal will nullify the remaining proposals. Failure to offer the same provision(s) in a future proposal will not constitute regressive bargaining.

Karen Busse  
Tim Bawls

**Duration:**

The Board agrees to a one year contract with a salary and benefit reopener in year two (2015-2016)

**Compensation:**

The Board proposes a step and 1% on schedule payment.

Coni  
Sullivan