

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, 2004 to June 30, 2007

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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, 2004, 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, 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. Any 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. Written reprimand
- c. Suspension without pay
- 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 April 15 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 any 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 course(s).

ARTICLE IV

ASSOCIATION RIGHTS

The Association shall have the following rights:

A. Facility 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. Agency Shop

1. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall:
 - a. on or before fifty (50) working days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or
 - b. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administration Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorized payment through payroll deduction, the Employer shall pursuant to MCLA 408.477; MSA 17.277(7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

2. Pursuant to Chicago Teachers Union vs. Hudson, 106S Ct 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association’s Policy and Procedure.
3. The Association agrees to indemnify and save the Board and its members harmless and agrees to assume the legal defense of any suit or action brought against the Board or its agents regarding this provision. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of, or by reason of, the action of the Board in complying with this provision, shall be the obligation of the Association.

E. Subcontracting

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

F. President’s Release Time

At the sole discretion of the Superintendent, the Association President may be released from normal employment duties to conduct Association business, assist in millage 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, Date of Hire

All new hired bargaining unit members will have a date of hire upon Board approval.

1. The probationary period shall commence upon Board action. Upon successful completion of the probationary period, the seniority date for layoff, job bidding, and any other contractual benefit shall be the date of commencement of job duties.
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, if 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 two (2) days a year may be granted to each bargaining unit member. Such leave is for personal use that can only be met by the bargaining unit member absenting himself/herself from the performance of his/her normal duties. 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.
6. Each bargaining unit member shall receive **three (3)** additional Personal Leave days with the following requirements:
 - A. The above stated three days shall be scheduled and used on a non-scheduled workday. (i.e. Teachers Record Day, Spring Break).
 - B. The above stated days shall be forfeited if not scheduled and used by June 30, of the current school year.

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 pay. The designated beneficiary (on file) of each employee who dies shall receive, upon the employees death the same, if the employee had five years or more of service. A day shall be defined as the regular scheduled work hours of the employee for the current school year. The severance pay shall not exceed the regular rate of pay for the employee.

ARTICLE XI

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 day's pay.

ARTICLE XII

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
6. Christmas Eve
7. Christmas Day
8. Day after Christmas
9. New Years Eve Day
10. New Year's Day
11. Good Friday (if school is not in session)
12. July 4th (if working)
13. 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. Insurance

Insurance/Privatization Language:

The parties acknowledge that, beginning with the second year of the Agreement, 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 parties also acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid the provision of support services in order to receive or maintain a full foundation grant. In that event, nothing in this Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting or support services as the result of such bidding.

1. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
2. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
3. 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.

C. Insurance - All Bargaining Unit Members.

Upon written request, the Board will pay a percentage of the monthly insurance premium for the employees MESSA. Choices II with XVA2 single subscriber health insurance per the following chart: Eligible employees may select either

MESSA Super Care I or MESSA Choices II but selection of the MESSA Super Care option shall result in the employee paying the difference between the straight rates of the Super Care I plan and the MESSA Choices II plan for the employees appropriate coverage level (single, two (2) person or full family). Employees may elect to pay their share of employee group insurance via a section 125 plan.

INSURANCE PACKAGE

Hours Per Week	2004-2005	2005-2006	2006-2007
1-10 hours	25%	25%	25%
10 hrs 15 min - 15 hrs 30 min.	40%	40%	40%
15 hrs 45 min - 24 hrs 45 min.	90%	90%	90%
25 hours plus	100%	100%	100%

M.E.S.S.A Super Care I two person or full family coverage may be elected with additional monthly premium coverage added to the appropriate self insurance coverage amount plus the following chart:

Hours Per Week	2004-2005	2005-2006	2006-2007
1-10 hours	0	0	0
10 hrs 15 min - 15 hrs 30 min.	0	0	0
15 hrs 45 min - 24 hrs 45 min.	\$400	\$400	\$400
25 hours plus	\$400	\$400	\$400

D. 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 M.A.S.B./Set Long Term Disability Program. Premium shall be paid by the District for twelve (12) months.

E. 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.

F. 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.

G. LONGEVITY - DRIVERS AND EDUCATIONAL ASSISTANTS

LONGEVITY	
YEARS	CENT/HOURS
12	\$0.10
16	\$0.15
20	\$0.20
25	\$0.25
This is an increase of 5 cents for all steps. Retroactive applies to regular scheduled hours.	

1. Only wages will be retroactive -
2. 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.

H. The Board will provide \$75.00 per month toward the purchase of approved annuities for each employee that is at 100% on the Health Insurance Chart and not electing the health insurance.

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 Driver, Bus Aide, or Educational Assistant excluding leave of absence without pay that exceeds thirty (30) days, layoff and time employed in classifications and/or positions not represented by the Association. 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 or when the employee is employed solely in a position of the Board not represented by the Union.

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 “day” 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). The power of the mediator 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 that which the Association was unable to obtain through any negotiation process. The decision of the mediator shall be binding on both parties.

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.

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, 2007. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, 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.

President, Board of Education

Date

Secretary, Board of Education

Date

President of Association

Date

Vice President, Association of Bus Drivers/Aides

Date

Vice 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 employees) 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 Assistant's 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) hours worked each day. Employees working less than six (6) hours per day shall be entitled to one 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. Role and Responsibilities - Educational Assistants

Educational Assistants play an important role in the day to day operation of the instructional program and are recognized by the Board of Education as key personnel in the educational development of pupils. The Kent City Community School District employs these personnel to assist the certified staff in broadening and enriching the learning process. Although Educational Assistants are assigned varying duties and responsibilities, each of these persons has a well defined task or set of tasks which assist in the educational and social development of all children. The provisions of the agreement will apply to all persons who serve as educational assistants. Positions that are made possible by special State and Federal enactments and programs may have to be discontinued should such funds be eliminated. However, Educational Assistants who are employed under these special State and Federal enactment's may be reassigned or transferred to positions for which they are most senior and qualified as expressed elsewhere in the agreement.

Assignments under this provision, or, following the completion of the probationary period in a satisfactory manner, shall result in placement in a full-time or regular part-time position. To the extent possible, the Board of Education or Administration will make job assignments at least fourteen (14) days prior to the Educational Assistant's first day of work. The hours and work week of all Educational Assistants shall be established at the beginning of the work year, and at other times as appropriate. Seniority shall accrue from the date of hire following completion of a satisfactory probationary period. The final decision in determine placement/assignment under this provision will be made by the Administration. Assignment of Educational Assistant positions will be based on performance criteria including previous experiences, training/in-service, demonstrated skills, evaluations, and other similar objective factors, with the length of service with the School District given primary consideration. The immediate supervisor or building principal will make the final decision in making these duty assignments.

Current employees will be assigned by qualifications with preference given to the senior employee as to their total work hours that are scheduled for the current school year.

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.

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.

D. Bumping

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

ARTICLE IV-A

BENEFITS

A.

EDUCATIONAL ASSISTANTS WAGE SCHEDULE						
Effective Date	Steps (Years of Service)					
	1	2	3	4	5	6
7-1-2004	9.30	9.97	10.47	10.76	11.04	11.83
7-1-2005	9.43	10.20	10.70	10.99	11.27	12.06
7-1-2006	9.62	10.40	10.91	11.21	11.50	12.30

B. Educational Assistants will be paid a full days 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.

EDUCATIONAL ASSISTANTS

SENIORITY

NAME	DATE of HIRE
1. Nancy Humphreys	09-01-72
2. Cherry Mitchell	08-30-79
3. Sue Groenke	08-26-94
4. Lynn Wilson	08-26-94
5. Sandy Winell	11-11-97
6. Sheri VanDen Verg	02-14-00
7. Kim Goodrich	05-15-00
8. Velvet Lerch	09-10-01
9. Laurie Clay	10-28-03
10. Lisa Sturtevant	01-19-04
11. Penny Parmeter Walker	04-12-04
12. Karen Busse	10-11-04
13. Jeanette Nelson	10-11-04
14. Kimberly Rich	12-13-04

SECTION III

INFORMATION PERTAINING

TO

BUS DRIVERS

AND

BUS DRIVER AIDES

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. Substitutes and Temporary Employees - Drivers

All available and eligible full-time 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.

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 - Drivers

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.

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 available 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.

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. All 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. If a driver gives up his/her regular A.M./P.M run, they shall be paid their regular run rate for the first hour of the field trip. Thereafter they shall be paid the appropriate trip rate. Drivers of more than one A.M./P.M. run or a run of more than one (1) hour will be limited to not more than one (1) hour pay.

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/her position before bumping driver #5 or 9.

ARTICLE IV-B

BENEFITS

A. Eligibility for Insurance - Drivers/Aides

Only full-time bus drivers' hours during the school year (not including summer period or Federal programs or migrant runs) will be used to determine an employee's insurance benefits. Eligibility for insurance will be determined by September 25th of each year for that school year. The enrollment period for new eligible employees or changes in status will only occur in September of every school year. All insurance coverage is for 12 months per year.

B. 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.

C. 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.

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.

Rates Per Hour	2004-2005	2005-2006	2006-2007
Regular, Special Ed., Voc Ed., Kindergarten, Head Start, Migrant			
Step -			
Probationary – 50 working days	14.96	15.19	15.50
1	15.17	15.40	15.71
2	15.46	15.69	16.01
3	15.72	16.05	16.38
4	15.72	16.05	16.38
Shuttle Run(s) (.25 hours credit)	3.11	3.16	3.23
Extra Trips	10.16	10.34	10.55
Bus Aide			
Step -			
Probationary	9.94	10.11	10.32
1	10.16	10.34	10.55
2	10.24	10.42	10.63
3	10.24	10.42	10.63
4	10.45	10.64	10.86

TRANSPORTATION PERSONNEL

SENIORITY LIST

1.	Linda Ohman	09/01/74
2.	Jackie Colby	12/10/77
3.	Fay Kerr	12/13/77
4.	Paul Olson	09/10/80
5.	Connie Mortensen	09/10/86
6.	Marcia Ferguson	08/24/89
7.	Debbie DeFouw	09/26/92
8.	Georjean Morgan	09/26/92
9.	Mary Walkowski	12/02/92
10.	Linda Turner	11/08/95
11.	Kreigh Freeland	12/28/95
12.	Rachelle Abshier	09/16/96
13.	Suzanne Hazlett	11/10/97
14.	Lauri Clay	09/27/99
15.	Rose Finkler	04/16/01
16.	Sonja Peterson	08/28/01
17.	Penny Parmeter	10/13/03
18.	Kim Little	09/07/04