

AGREEMENT
BETWEEN
THORNAPPLE-KELLOGG BOARD OF EDUCATION
AND
THORNAPPLE-KELLOGG EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/KCEA/MEA/NEA

2009 – 2010

Education Support Personnel

Without us the doors wouldn't open,
The bells wouldn't ring,
Classrooms wouldn't be clean and well maintained,
Special students would miss the one-on-one support,
The phones wouldn't be answered,
The lights wouldn't go on,
The paychecks wouldn't be issued,
Students would go without lunch,
Public Schools run because of the work we do.

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This Agreement entered into by and between the Board of Education of the Thornapple-Kellogg Schools, hereinafter called the "Board" and the Kent County Education Association, through its local affiliate the Thornapple-Kellogg Educational Support Personnel Association/KCEA/MEA/NEA, hereinafter called the "Association".

Article 1

Recognition of Employees

Pursuant to Act 336 of 1947 as amended, the Board hereby recognizes the Association as the exclusive bargaining representative for Food Service employees, Secretarial/Clerical employees (excluding Central Office), Library Assistants, Computer Lab Assistants, Paraeducators and Monitors (including Instructional Assistants and Noon Monitors), Bus Drivers, Custodial and Maintenance employees.

Excluded from the unit are supervisory personnel, temporary workers, preschool paraeducators, temporary grounds and child care personnel and substitute employees.

Substitutes are defined as employees who work on an irregular per diem basis while bargaining unit employees are absent or on approved leave.

Temporary workers are defined as any worker employed by the district for special jobs or as an addition to the regular work staff. The use of such workers must not exceed 60 consecutive days.

Article 2

Recognition of the Rights of the Board

- A. The term "Board" when used in this Agreement shall refer to the Board of Education of the Thornapple Kellogg Schools, its officers, agents and administrators.
- B. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States of America, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
 - 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 - 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and

recall employees.

4. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine employee qualifications and conditions of continued employment.
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, department, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 10. Determine the size of the management organization, its function, authority, amount of supervision.
- C. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

Article 3

Association and Employee Rights

- A. The Association and its members shall have the right to use school building facilities consistent with Board policy.
- B. The Board agrees to furnish the Association in response to written requests, public information which the Association requires to administer this Agreement and to formulate contract proposals.
- C. Employees shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined of any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken until such representation is present. The parties agree that investigatory interviews should be conducted in a reasonably prompt fashion. In the event that the investigatory process could lead to discipline, Administration will inform the member of his/her right to have a representative of the Association present.

The Association shall make a representative available within two (2) work days (as defined in Article 10 B.).

- D. When an employee is asked to sign a document (i.e. evaluation, reprimand, etc.) such signature shall reflect receipt of the document and not agreement with it's content.
- E. An employee shall have the right to review his/her personnel file upon appropriate notice to the Administration.
- F.
 - 1. The Board will not arbitrarily or capriciously discipline or discharge any employee. A discharge will not take place without giving the employee an opportunity to explain his/her action or inaction that is the cause of the contemplated discharge. The grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline, or as soon thereafter as possible.
 - 2. All discipline will include an explanation of what the violation was and how it can be corrected. Upon request an employee may meet with the supervisor writing the reprimand. An Association Representative may be present.
 - 3. All such discipline shall be progressive in nature except in case of theft, possession of drugs or intoxicants, serious misconduct, and/or reckless disregard of safety of self or others while on duty.
 - a. Verbal warning (documented in writing per Appendix I)
 - b. 1st written reprimand
 - c. 2nd written reprimand
 - d. Suspension
 - e. Termination
 - 4. All verbal warnings, reprimands will be removed from the employee's personnel file after eighteen (18) months, provided, the specific conduct which warranted the warning or reprimand has not been repeated or involved substantiated unprofessional conduct (as defined in section 1230b of the school code and Michigan Law).
 - 5. Complaints against an employee which may result in discipline will be brought to the employee's attention within ten (10) business days of receipt of the complaint.
- G.
 - 1. Any case of assault upon an employee, on school property or in the performance of one's duties, shall be promptly reported to the administration. The Board shall provide access to the Board's legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
 - 2. No charge shall be made against an employee's salary or leave time in cases of time lost due to initial medical care on the date of occurrence that is sought, arising out of incidents that occurred during an employee's scheduled work hours.

- H. Employees may be required to use reasonable physical force (as permitted in section 1312 of the school code), as allowed by law, when it is necessary to prevent a pupil from injuring him/herself or others or to prevent damage to the school property, or other reasonable purpose as permitted by law. The Board shall provide access to the Board's legal counsel to advise the employee of his/her rights in the event the employee is complained against or sued for such action.
- I. Each year the Association will be allowed three (3) hours of release time to schedule general membership meetings on days when students are not in attendance. The date, time and location of the meetings shall be mutually arranged between the Board and Association president.

The evening shift of the custodial staff will be allowed up to four (4) hours per year, without loss of pay, to attend two (2) Association meetings. The meetings shall not begin before 4:00 p.m., shall not be over two (2) hours in length, and must be approved by the administration before being scheduled.

The district agrees to provide the Association up to six (6) days per year for the purpose of attending Association meetings, or conducting Association business, scheduled during the representative's shift, provided the President provides at least five (5) days advanced notice.

- J.
 - 1. Any ticket(s), fines(s) or court costs resulting from a moving violation while operating a school vehicle will be the sole responsibility of the driver. A moving violation shall be defined as relating to the drivers operation of the vehicle.
 - 2. All bus drivers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be covered by the district insurance policy when legally operating a school vehicle. Any damage to or caused by any school vehicle where the driver is determined by the Board of Education to be at fault will be documented. Serious violation of safe operating procedures may result in immediate suspension or discharge. Continued minor carelessness will lead to further discipline up to and including dismissal. The documentation for minor incidents will be removed from the drivers personnel file after eighteen (18) months provided that there is not further incidents of carelessness which warranted the documentation or if serious misconduct is involved.
 - 3. A driver must maintain a valid license and an acceptable driving record to remain in the employ of the district. Dismissal will be automatic in the event of:
 - a. State removal of driver's license;
 - b. Suspension or restriction of drivers license; or
 - c. Jeopardizing or increasing the cost of present and/or future fleet insurance coverage to any noticeable degree.
 - 4. If a driver is charged with a major offense such as operating under the influence of alcohol, driving while visibly impaired, reckless endangerment or other similar serious offenses, he/she will be immediately suspended without pay pending

resolution of the charges. If the driver either pleads or is found guilty, he/she will be dismissed immediately. The district retains the right under this section to suspend without pay, pending resolution of charges for other traffic-related offenses and to discipline or discharge for good cause for such traffic-related offenses.

5. In compliance with state law, the names and drivers license number of each employee with a CDL who operate or maintain a bus are submitted to a Drug and Alcohol Testing Consortium. Any employee testing positive through the random selection process will be suspended. An investigation will be conducted immediately.

Article 4

Employee Compensation

- A. An employee engaged during the working hours in negotiations on behalf of the Association with any representative of the Board or Administration or participating in any grievance shall be released from regular duties, without loss of wages, when meeting is held at the mutual request of the parties.
- B. The wage rates of employees covered by this Agreement are set forth in Appendix A and B, which are attached to and incorporated as part of this Agreement.
- C. Work Hours:
 1. The normal work day, unless otherwise agreed to, for regular full-time, full year employees shall be eight (8) consecutive hours, excluding non-paid lunch periods. Except for the swing person, the normal work week for regular full-time, full year employees shall consist of five (5) work days (Monday through Friday) in a forty (40) hour work week. If the swing person position is operative, the work week shall be any five (5) days, Monday through Saturday. Employees will not be asked to work a different shift except for emergency or unusual situations. First shift employees who substitute at the request of the employer, shall receive the night shift premium.
 2. All employees will be paid overtime at time and one half, for all work over forty (40) hours per week, when approved by the immediate supervisor.
 3. Double time will be paid for Sunday or holiday work, unless it is part of the regular work week.
 4.
 - a. Except as set forth in section (b) below, overtime will be offered to employees within the effected classification (see Article 12.A.2) within each building and will be offered on a seniority based rotation.
 - b. General custodial/maintenance overtime which is scheduled in advance for weekends or holidays or during the evenings in the summer when custodial/maintenance personnel may be on summer hours, will be

rotated first within each building based upon seniority. If no one within the building is available, the overtime will be offered among custodial/maintenance employees district wide and will be rotated based upon seniority.

The type of work governed under this section is general clean-up work associated with the scheduling of special events and does not by way of illustration, include overtime assigned to complete work as an extension contiguous to an employees shift, building checks and overtime associated with grounds work.

Custodians/maintenance personnel interested in working under the terms of section (b) shall sign a roster provided by supervision each July. Failure to accept work on five (5) occasions during the fiscal year will result in the removal of the custodian from the list for the balance of the fiscal year.

- c. In the event an insufficient number of employees volunteer for overtime, the Board reserves the right to assign the work to the least senior employee within the classification within the building.
 - d. Supervision will maintain the overtime rosters. The rosters will reflect the order in which offers are made to employees and will not require that the number of hours be equalized.
- 5. An employee may request compensatory time in lieu of overtime pay at the rate and manner identified by law, when approved by the immediate supervisor.
 - 6. The district will provide for each school year employee (including bus drivers) up to four (4) hours of paid in-service time in conjunction with the annual staff orientation day. Additional paid in-service days/hours may be approved by the Superintendent or designee.
 - 7. Employees who use their own vehicles in the performance of their work duties shall be reimbursed at the district approved rate when submitted on an approved form.

Sections C (1), (3), and (4a) shall not apply to bus drivers.

D. Uniforms:

- 1. All employees in the Head Cooks and Cafeteria Helpers classification will be allowed \$100.00 to be used for shirts, uniforms or shoes. They will be expected to wear these uniforms or shoes at all times when on duty. This uniform allowance is for a full year. Payment will be made after submission of a receipt at the business office.
- 2. The district will provide each custodian, upon hiring, with five (5) uniform shirts/smocks. One set of coveralls and a raincoat will be kept in each building

for custodial use. The district will provide two (2) uniform shirts/smocks each successive year. Uniforms provided by the district must be maintained by the custodian and worn on the work site. If shirts are not needed, \$35.00 for shoes or outer wear will be allowed. Payment will be made after submission of a receipt at the business office.

3. Bus drivers will be provided with one (1) jacket and/or other approved apparel (i.e. sweatshirt, rain jacket, etc.) every two (2) years, for a maximum of \$75.00.
4. Paraeducators who are responsible for outdoor recess will be allowed \$30.00 each year to be used for coats, jackets, rain jackets, sweat shirts, shoes, boots or other approved apparel. Payment will be made after submission of a receipt to the business office.

Article 5

Layoff and Recall

A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce staff. In the event it is necessary to reduce staff, the following procedure shall be implemented:

1. As soon as possible, but not less than twenty (20) calendar days, (excluding paid vacation time), notice shall be given prior to any layoff.
2. The Administration shall meet annually prior to March 15, with a representative of the Association to discuss the seniority list. The Association shall have the right to grieve the list for five (5) calendar days after it is established.
3. If it becomes necessary for a layoff, within the affected classification (See Article 12-A-2), the following order of reduction shall take place;
 - a. The district will not reduce hours across a classification to avoid individual layoffs. All temporary employees shall be laid off first, unless there is no qualified probationary or non-probationary employee to perform the work.
 - b. Should further reduction be necessary, probationary employees shall be laid off, unless there is no qualified non-probationary employee to perform the work.
 - c. If the reduction of personnel is still necessary, then non-probationary employees in the specific position being reduced or eliminated shall be laid off in inverse order of seniority provided another employee is qualified and available to perform the work.
 - d. Employees whose positions have been eliminated, whose hours have been reduced, (excluding bus drivers) or who have been affected by a layoff, shall have the right to displace the least senior employee in the

classification (see Article 12-A-2) in an equivalent position, for which the employee is qualified.

In the event no such position exists within the classification, the employee shall have the right to displace the least senior employee in another classification for which the employee is qualified, provided the employee has more seniority within the classification (see Article 12-A-2).

e. For purposes of this Agreement, qualified shall be defined as possessing the skills and requirements as listed on the job description and job posting.

B. When the work force is increased after a layoff, or when a vacancy occurs, senior employees will be recalled on the basis of seniority (i.e., the more senior employee being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position.

1. Notices of recall shall be sent by certified or registered mail to the last known address on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report for work.
2. A recalled bargaining unit member shall be given five (5) working days from receipt of notice to respond and shall report for work within ten (10) days of notice unless an extension is granted by the employer.
3. The Board may fill the position on a temporary basis until the recalled member can report for work provided the bargaining unit member reports with the above ten (10) day period.
4. Bargaining unit members who are offered a position within the same classification at the time of notice of layoff are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which he/she is qualified shall forfeit his seniority and employment rights under this Agreement.
5. No bargaining unit member shall be required to accept upon recall, a position in a lower paying classification, however, if the position is accepted:
 - a. The employee will retain recall rights to his/her original classification as soon as a position becomes available; and
 - b. The employee will accrue seniority in both classifications for a period not to exceed two (2) years.
 - c. Inability to properly perform the job in the new classification shall result in the bargaining unit member being returned to layoff status.
6. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address.

7. The recall list shall be maintained by the Board for a period not to exceed two (2) years from the effective date of the layoff. Thereafter, a bargaining unit member shall lose his/her right to recall.

Article 6

Leave Credit

- A.
 1. With the exception of bus drivers, all personnel shall accumulate sick leave credit at the rate of one (1) hour per twenty (20) hours worked for the first year of employment. After the first year of employment, sick leave will be given at the beginning of each year at the rate stated above, the unused portion of which shall accumulate from year to year without limitation.
 2. All drivers shall accumulate eleven (11) days sick leave credit per year. A day for purposes of this provision shall refer to the number of regularly assigned hours per day. When drivers change daily driving responsibilities through the bid process, the drivers' accumulated leave will be adjusted accordingly. Ten (10) days per year after the first year, shall accumulate from year to year without limitation.
- B. An employee whose illness or injury is compensatable under the Worker's Compensation Act shall be entitled to use his/her accumulated sick leave, on a prorated basis, to make up the difference between Worker's Compensation benefits and his/her regular daily rate of pay for the duration of the illness or through the balance of the school year, whichever occurs first. The prorated payments will be made, provided that the differential is not determined by a court or administrative agency of competent jurisdiction, to be a required offset under Section 354 of the Worker's Compensation statute.
- C. A bargaining unit member who has exhausted his/her cumulative sick leave may borrow up to one (1) day of additional sick leave for each month worked, up to a maximum of ten (10) days. If the employee terminates employment with the Board before accumulating sufficient leave to cover that borrowed, such amount will be deducted from the final check.
- D. Leaves with pay shall be granted under the following conditions and charged against an employee's sick leave credit:
 1. Five (5) days per year for any illness in the immediate family. The use of more leave days may be applied to this area at the discretion of the Superintendent or his/her designee.
 2. A maximum of five (5) day per year for each death in the immediate family (as described in K).
 3. Time necessary for the attendance at the funeral service of a person whose relationship warrants such attendance, limited to actual time of the funeral.

4. Up to three (3) days per year may be granted to conduct a personal matter. The employee will provide at least two (2) days advanced notice.

The administration will approve up to two (2) requests per day in the Food Service Department district-wide and up to a total of two (2) requests from other employees within the building. Approval beyond these levels is discretionary with supervision.

- E. Leaves with pay, not chargeable against sick leave credit, shall be granted for the following reasons:

1. Personal Business. Each employee will be allowed one (1) day of absence to conduct a personal matter. The employee will provide at least two (2) days advanced notice.
2. A bargaining unit member called for jury duty shall be paid the difference between his/her regular wages and jury pay, provided proof of service is submitted.
3. Any non-adversarial court appearance as a cause of employment by the Thornapple Kellogg Schools will be compensated in full, with no loss of sick leave.
4. Any appearance by an employee, as approved by the administration, to attend a workshop, training session, co-operative program, etc., which would require the employee be absent during the normal working hours.

Employees who are required to attend in-service meetings will be compensated for additional time at their regularly hourly rate. If meals and/or travel are to be included, the district will either provide or reimburse the employee costs for attendance at the program. Travel mileage will be compensated at the district approved mileage rate.

- F. Leaves of absence without pay or benefits, not to exceed one (1) year, may be granted upon written request to the Superintendent or his/her designee and approval by the Board.

- G. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee, except in cases of health, child birth, or military leaves. One (1) school year will meet the one (1) year requirement for those employees scheduled to work the school year only.

- H. Reasons for leaves of absence are as follows:

1. Child birth/child care leave shall be allowed to all bargaining unit employees.

Applications for child birth/child care leave shall include a statement from the doctor giving the anticipated date of birth of the child. If complications arise and an extension of the leave is requested, such leave will be extended

provided that the total of leaves does not exceed one (1) year.

2. Upon recommendation of a physician, a health leave without pay may be granted for prolonged illness in the immediate family, spouse or children, or employee up to a maximum of one (1) year.
3. Leaves for other purposes may be granted at the discretion of the Board, upon written request. Unpaid leaves of absence of up to two (2) weeks may be approved by the Superintendent when authorized by the Board.
4. Employees who are members of some branch of the armed forces, reserve, or National Guard will be allowed time off without pay when they are on full-time active duty in the reserve or National Guard, provided proof of service is submitted. A maximum of two (2) weeks per year shall be allowed.
5. A notice of FMLA rights is included as Appendix E. The leave provisions of this contract shall be construed consistently with the Family Medical Leave Act, and its rules and regulations.

I. General Leave Provisions:

1. Employees on leave for health reasons must either return, resign or request special extension for a maximum of up to one (1) additional year. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
2. Requests for an unpaid leave of absence shall include the reason for the leave together with an identification of the beginning and ending dates of said leave.
3. An employee returning from an unpaid leave of absence of sixty (60) calendar days or less shall be required to notify the Superintendent in writing, of his/her intent to return at least five (5) working days prior to the date of his/her return.
4. Employees wishing to return from an unpaid leave of absence of more than sixty (60) calendar days shall be required to notify the Superintendent in writing at least twenty (20) working days prior to the date of their return. An employee who is requesting an extension of his/her leave or who is submitting his/her resignation must do so in writing, at least twenty (20) working days prior to his/her date of return. The employee will be considered as terminating his/her employment with the Board, if the above procedure is not followed.
5. An employee returning from an unpaid approved leave of absence within three (3) months, shall be reinstated to his/her position if available, or to the next available position comparable to the one vacated by the employee.

6. Any employee absent because of an extended or serious illness of three (3) days or more may be required, and will be required with five (5) days or more, to present to the Business Office, prior to returning to service, a statement from a doctor indicating that his/her health is satisfactory to resume normal duties. If the district is in doubt, the employee may be sent to another doctor of the district's choice for further examination at the expense of the district.
7. All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses the leave provision or who misrepresents shall forfeit all pay for the stated period. Violations of the leave provision may constitute grounds for discipline, up to and including dismissal.
- J. Accumulative sick leave credit shall terminate at the severance of employment. Employees with fifteen (15) years or more of service in the system, shall receive upon retirement, pay for every unused sick leave day accumulated at the following rate:

4 hours or more = \$35.00 per day to a max of \$5,000
Less than 4 hours = \$20.00 per day to a max of \$3,000
- K. Immediate family shall be defined as the employee's spouse, foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, stepbrother or stepsister, grandparent, stepfather or stepmother, brother or sister, father or mother, father-in-law or mother-in-law, sister-in-law or brother-in-law.

Article 7

Working Conditions

- A. All employees shall report to their work stations at a given time. Any deviation from this, or published work rules, shall result in loss of pay and a reprimand. Excessive tardiness or un-excused absenteeism shall result in suspension or dismissal.
- B.
 1. All employees will be provided with written job descriptions. When changes are instituted by the district, the Association President and/or the Associations President's designee will be afforded the opportunity for input prior to finalizing the changes.
 2. Where written work rules have been established, copies will be provided to employees affected by the rules.
- C. Employees working seven (7) hours per day or more shall be granted a total thirty (30) minutes break time, this section will not apply to bus drivers. Employees working at least three (3) hours per day shall be granted a fifteen (15) minute break period.
- D. Each employee shall have a duty-free lunch period.

All personnel shall pay for any food or other goods consumed by them or taken from the school.

- E. Up to four (4) days (scheduled work hours) will be paid when school is canceled or delayed due to weather conditions and/or emergency closing. Employees who come to work during days when school is not in session due to weather conditions or other emergency closings will report to the building principal or supervisor for a work assignment. (Except for Custodial & Maintenance personnel, see Appendix F.)

However, no one will receive double compensation if reporting for work but will receive matching hours for additional sick leave time.

Those bargaining unit members unable to report to work or requested not to report to work, will be able to use personal business or vacation time if they have such time available after the days listed in 7,E.

If the emergency closing is made up later in the school year, the employee will not receive additional pay for said make-up time for which the employee has previously been paid.

- F. All new employees may be required to pass a physical examination by a Board approved physician, prior to assuming his/her duties on the staff.

The required bus driver physical will be provided by the physician designated by the district at no cost to the driver or the district will reimburse up to \$65.00 toward the required physical by the doctor of the drivers choice.

If any employee has been absent for an extended period of time or for a serious illness, he/she may be required to pass a physical exam, by a Board approved physician before returning to work. The Board will pay the cost of required examinations.

- G. At the beginning of each year, employees will be considered as tentatively assigned the hours and working days from the preceding year.

When a permanent change in daily schedules and working conditions is being made, at least five (5) business days notice will be given of the change.

- H. Evaluation Process – See Appendix D.

Article 8

Vacancies

- A. A vacancy is defined as a newly created bargaining unit position or an existing position that is not filled.

Whenever any permanent vacancy in any bargaining unit position shall occur, the Board shall publicize it by posting a notice in each school building. Such posting shall be placed in a designated area.

The Association President shall be sent a copy of all postings.

- B. The Board supports a policy of promotion from within the staff; however, the decision of the Board is final.
1. Internal candidates (bargaining unit members) will receive strong consideration for vacant positions. A minimum of the two most senior internal candidates shall be interviewed.
 2. Seniority will count, especially when candidates are “equally qualified” for a position. Seniority will not, however, be the sole basis in determining who will be awarded the position.
 3. The association president will be notified in writing of the individual who is awarded the position.
 4. Unsuccessful candidates will be notified as soon as practical by the appropriate administrator of the results of their job application request.
 5. No vacancy will be filled on a permanent basis until such notice has been posted five (5) working days.

Article 9

Insurance

- A. The Board will provide and pay the premium cost for the Michigan Education Special Service Association (MESSA) Group Hospital, Medical Insurance, as detailed below. Staff may select either MESSA-PLAN A insurance option (MESSA Super Care I) or MESSA PLAN B (Choices II) but selection of MESSA PLAN A with the Super Care I option, shall result in the staff member paying the difference between the straight or “ala carte” rates of the Super Care I plan and the MESSA Choices II plan for the appropriate coverage level (single, 2-person or full family). The staff member may elect to pay their share of employee group insurance via a section 125 plan during open enrollment. The employee must complete application at the business office.

Prescription Drug Coverage – Beginning January 1, 2008, the Association (TKESP) agrees to move to the MESSA \$10/\$20 prescription drug plan. The District agrees to provide a reimbursement pool of \$30,000/year for the combined use of the TKEA and TKESP.

1. Once the MESSA \$10/\$20 prescription drug plan begins, the staff member shall be responsible for the first \$175.00 (Full Family) out-of-pocket prescription drug expenditures. When the aforementioned deductible is met, the staff member shall provide copies of receipts (names of drugs shall be retracted for privacy reason) establishing the out-of-pocket expenditure. Thereafter, the District agrees to reimburse staff members for all out of pocket expenditures.
2. In the event that the reimbursement pool is depleted, the parties agree to meet and negotiate additional money to the pool. Up to an additional \$12,000/year will be made available to add to the reimbursement pool by the District if it is

required.

3. If the reimbursement pool is completely depleted, the staff shall be responsible for all out-of-pocket prescription drug reimbursement costs up to \$500.00 (Full family Maximum). The parties further agree that there will be no MAC ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement.

Reimbursement shall occur quarterly on the following schedule:

Receipts submitted by:	Reimbursement paid by:
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year, for prescription drug deductible purposes, shall be September 1 – August 30.

Level 1 - Employees scheduled to work 2040 hours or more and paid for 2040 hours or more the previous year.

Plan A - for employees needing health insurance:

Super Care I – XVA – 2	\$10/\$20 Drug Card \$100/\$200 deductible
Long Term Disability.	66.67% \$3,000 maximum 90 calendar days - modified fill Freeze on offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	90/90/80 – Class 1, 2 & 3 annual maximum \$2,500 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho 50/50/50 coordination of benefits Class 1, 2, & 3 annual maximum \$2,500 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho
Negotiated Life	\$50,000
AD&D	\$50,000
Vision	VSP-2

Plan B – 100% of the premium costs for MESSA Choices II

\$10/\$20 Drug Card

Long Term Disability 66.67%
\$3,000 maximum
90 calendar days - modified fill
Freeze on offsets
Alcoholism/drug addiction 2 years
Mental/nervous 2 years

Delta Dental 90/90/80 – Class 1, 2 & 3 annual maximum \$2,500
50% Class 4, ortho lifetime maximum
\$3,000, includes adult ortho
50/50/50 coordination of benefits Class 1, 2,
& 3 annual maximum \$2,500
50% Class 4, ortho lifetime maximum
\$3,000, includes adult ortho

Negotiated Life \$50,000
AD&D \$50,000
Vision VSP-2

Plan C - for employees not needing health insurance:

Long Term Disability 66.67%
\$3,000 maximum
90 calendar days - modified fill
Freeze on offsets
Alcoholism/drug addiction 2 years
Mental/nervous 2 years

Delta Dental 90/90/80 – Class 1, 2 & 3 annual maximum
\$2,500
50% Class 4, ortho lifetime maximum \$3,000,
includes adult ortho
50/50/50 coordination of benefits Class 1, 2,
& 3 annual maximum \$2,500
50% Class 4, ortho lifetime maximum \$3,000,
includes adult ortho

Negotiated Life \$50,000
AD&D \$50,000
Dependent Life \$ 2,000
AD&D \$2,000
Vision VSP-3

\$175 in cash under a qualified cafeteria plan.

Level II - Employees scheduled to work less than full time of 2040 hours; excluding bus drivers.

Reduction in scheduled work hours at position as of June 1, 2004 will not effect insurance subsidy. Employees of record as of June 1, 2004 will be "grandpersoned" where insurance benefits apply. This means they will receive at least the same level of benefits as they did during the 2003-04 school year, regardless of the "reduced" number of student attendance days.

1. MESSA Supercare I or MESSA Choices II (medical and negotiated life only as described in section A) - under the following conditions:

- a. This coverage is available to those employees provided, that they or members of their family are not eligible for other group medical coverage through the Board or their spouse.
- b. It is the intent of this provision to provide health insurance protection only, and should the insurance selected by the employee cost less; the remainder cannot be received in other benefits or cash.
- c. When husband and wife are both employees of the district, they may elect to each take single subscriber hospitalization, or one may elect to take full family to cover both.
- d. The premium paid by the Board will be prorated as follows:

Scheduled to work -

1560 to 2040 hours	100%
1040 to 1560 hours	75%
720 to 1040 hours	50%
540 to 720 hours	25%

Any portion of the insurance premium owed by the employee shall be paid on pre-tax payroll deduction basis pursuant to the District's Section 125 plan.

- e. Unit members who are eligible for but do not elect the health insurance option, will be provided the following cash option.

Scheduled to work -	
1560 to 2040 hours	\$175.00
1040 to 1560 hours	\$150.00
540 to 1040 hours	\$125.00

- Each employee under Level II shall be provided \$50,000 term life insurance, in addition to other benefits provided in Level II of this Article.

Effective July 1, 1998, the drug card will be increased from \$2.00 per prescription to \$5.00. This provision will not be operative if MESSA transfers the Thornapple-Kellogg Schools to the Kent County Premium Rating Zone.

Level III - Bus Drivers

All drivers may participate in medical insurance under the following conditions:

- The driver must make application to the business office.
- The Thornapple Kellogg School District will subsidize the health insurance premium payment as follows:

MESSA Supercare I or MESSA Choices II (medical and negotiated life only as described in section A) health insurance with \$10/\$20 drug card, \$100/\$200 deductible under the following conditions:

- It is the intent of this provision to provide health insurance protection only, and should the insurance selected by the driver cost less; the remainder cannot be received in other benefits or cash.
- When husband and wife are both employees of the district, they may elect to each take single subscriber hospitalization.
- Changes in family status must be reported by the driver to the business office within thirty (30) calendar days of such change. The driver may be held responsible for any overpayment of premiums made by the district in his/her behalf for failure to comply with this paragraph.

Scheduled to work

2 regular routes per day or 540 to 720hours	25%
2 regular routes per day or 720 to 1040 hours	50%
2 combination routes per day or 1040 to 1560 hours	75%
Skill center or any combination of scheduled runs	100%
Pro-rated based on 1560 hours	

Shuttle runs, extra runs, athletics, field trips, etc., will not count toward the total pro-rated hours.

Drivers assigned single regular routes or single routes plus mid-day that were covered under this provision in the prior year will continue to receive their present proration.

3. Regular route drivers who do not elect the health insurance will be provided the following option: tax sheltered annuity for full twelve months.

Scheduled to work

2 regular routes	\$125
2 combination routes per day	\$150
Skills center or any combination of scheduled runs	\$175

The annuity to be with the company to be named by the driver from the list of companies writing annuities in the district. A company can be added to the list, provided there are five (5) or more subscribers.

4. Upon application the district will provide the premium payment for \$50,000 group life insurance for each regular driver driving a minimum of two (2) routes or runs.

The Supercare health plan will contain a five/ten dollar (\$5.00/\$10.00) prescription drug card. This provision will not be operative if MESSA transfers the Thornapple Kellogg Schools to the Kent County premium rating zone.

- B. A dependent care benefit (limit established by law) and flexible spending plan (maximum up to \$3,000) will be available.
- C. Eligible employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- D. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. The employee may be held responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Sponsored dependents may be enrolled at the expense of the employee.

- E. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the underwriters.
- F. To be eligible for the above coverage (or increase in coverage) employees must be able to perform a one-day-at-work requirement with the Board.
- G. Employees who have Board provided term life or health insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order

to keep his/her term life or health insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment.

Article 10

Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of the Agreement.
- B. The term "days" as used herein shall mean "work days" which shall be defined as days when the grievant is regularly scheduled to work. Because school year employees have a limited number of work days, a grievance involving a school year employee that is filed on or after June 1, shall use regular week days, excluding holidays, as the definition for days. All grievances shall be processed during time which does not interfere with the performance of employee job responsibilities.
- C. Written grievances are required herein and shall contain the following:
1. It shall be signed by the grievant or grievant(s);
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- D. The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.
- E. INFORMAL LEVEL: When a cause for grievance occurs, the affected member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request shall be made within five (5) days of the alleged occurrence. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint

may be formalized in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s).

The grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

FORMAL LEVEL 2: If the Association and/or grievant is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of the receipt of the grievance, the grievance may be transmitted to the Superintendent or his/her designee. Within five (5) days after the grievance has been so submitted, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

FORMAL LEVEL 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the Association desires to submit a matter to Arbitration, a Demand for Arbitration shall be filed with the American Arbitration Association (with a copy to the Board) within ten (10) days after the Superintendent's Level 2 response.

If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party.

The following matters shall not be the basis for the arbitration procedure outlined in this Article:

1. Actions taken by the Employer with respect to probationary employees including but not limited to discipline up to and including discharge.
2. Any matter involving the content of an employee evaluation.
3. Any matter for which there is recourse under state or federal statutes.

Following the submission of the Demand for Arbitration, either party may request mediation of the grievance through the Michigan Employment Relations Commission.

F. Powers of the Arbitrator:

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence which was not previously disclosed to the other party.
3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - c. Any matter involving the content of an employee evaluation.
 - d. He/she shall have no power to change any practice, policy, or rule of the Board not to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein, remains within the reserved rights of the Board.
 - e. He/she shall have no power to establish salary scales or to change any salary.
 - f. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute.
5. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Employer.
6. The fees and expenses of the arbitrator shall be paid by the losing party. If the award modified the position of the Board rather than sustaining or denying the grievance, the fees and expenses of the arbitrator shall be shared equally by

both parties.

G. Claim for Back Pay:

The Board shall not be required to pay back wages prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Article 11

Vacations and Holidays

A. Vacations: (Twelve month employees only)

1. Vacation Schedule:

<u>Years Completed</u>	<u>Days Vacation</u>
1	5
2-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20

2. Vacations must be arranged two days in advance with the immediate supervisor and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the school system.
3. Vacation requests shall be for consecutive days, except as otherwise approved by the immediate supervisor.
4. A bargaining unit member will receive his/her regular pay provided under the Agreement during any vacation period.
5. When an employee leaves, after one full year of employment, his/her vacation

pay will be pro-rated and paid with his/her final check. Should a bargaining unit member be laid off or retire, he/she shall receive credit for any unused vacation time through his/her last day of work.

6. Vacation days may not be used in advance of earning same, except to pro-rate to July 1 in the first year of employment.

B. Holiday pay will be at the following scale:

1. Full time, 12 month employees: (Total 9 days)

July 4	Christmas
Labor Day	Day before New Years
Thanksgiving Day	New Years
Day after Thanksgiving	Memorial Day
Day before Christmas	

2. School year employees and bus drivers: (Total 8 days)

Labor Day	Christmas
Thanksgiving Day	Day before New Years
Day after Thanksgiving	New Years Day
Day before Christmas	Memorial Day

Drivers driving twelve months a year will also receive the 4th of July paid.

Holiday pay will be for the driver's regular assigned day. To receive pay for these holidays a driver must drive the last trip before and the first trip after the holiday, or be on approved paid leave. Part-time drivers would be prorated.

4. In order to receive holiday pay, bargaining unit members will work the work day preceding and the work day following the holiday provided they are normally scheduled for work on said days except as provided in Section 5 below.
5. A bargaining unit member who is on a paid leave of absence or vacation prior to or immediately following a holiday shall be an exception to Section 4 above.

Article 12

Seniority

- A. 1. Seniority shall be defined as the length of continuous service with a classification (see Article 12-A-2). Employees transferring between classifications will have his/her accumulated seniority held in reserve in his/her prior classification.

Seniority will continue to accrue during approved unpaid leave of absence and during periods of layoff, subject to the limitations set forth in Section D (2) below.

2. The classifications for purposes of seniority shall be as follows:

Secretaries	Monitors	Bus Drivers
Custodians	Library Assistants	
Maintenance	Computer Lab Assistants	
Food Service	Paraeducators	

- B. Seniority dates shall be determined by the employee's most recent date of hire.
- C. If two or more employees in the same classification have the same hire date, their permanent placement on the seniority list shall be determined by a lottery drawing of the names of the employees. The drawing shall be held on or before the first school day in October and again later in the school year as deemed necessary by the administration. It will be conducted by the Director of Finance and Operations and the Association President. Each affected employee will be invited to attend the drawing.
- D. Seniority shall be lost when employees:
 - 1. Quit, are discharged with cause, retire.
 - 2. Layoff exceeds two years.
 - 3. Fail to return from layoff within ten (10) working days from recall.
- E. Only members of the bargaining unit shall accrue seniority within the unit. Temporary employees shall not establish a date of hire for purpose of accruing seniority in the bargaining unit, except as set forth below.

A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his/her first day of work.

Any employment in a bargaining unit position as a substitute or temporary employee shall be given seniority credit provided that employment is continuous and becomes "regular" employment. If there has been no break in service between the substitution and regular employment within that position, the seniority date will be set at the employee's first day of work as a substitute. This is not intended to give seniority credit to persons substituting on an irregular basis.

- F. A bargaining unit member who changes from one classification to another shall have seniority determined as follows:
 - 1. Seniority accrued within a vacated classification shall be retained by the bargaining unit member, but shall not continue to accrue.
 - 2. Seniority in a new classification shall accrue as of the first day of work in the new classification.
 - 3. Seniority which has accrued to the bargaining unit member as a result of his/her employment in any classification may be used to claim a position,

pursuant to Article 5(A), within any of said classification(s).

- G. Should a bargaining unit member transfer to a non-bargaining unit position with the Thornapple Kellogg School district, seniority shall not continue to accrue, however, the unit member shall have his/her seniority frozen until such time as he/she may return to the bargaining unit.
- H. Employees new to the school system shall serve a sixty (60) working day probationary period. During this period, the employee may be dismissed without going through the progressive dismissal process. Discipline and discharge of a probationary employee shall not be grievable.

Article 13

Payroll Deductions and Agency Shop

- A. The Board shall make payroll deductions as individually authorized by the employee in writing, for the following and any other programs jointly approved by the Association and the Board:
 - 1. Association dues and representative fees
 - 2. Financial Institutions
 - 3. Tax-sheltered annuities
- B. Authorized deductions of membership dues shall be made in equal installments over a minimum of 17 pay periods beginning with the second paycheck in September and ending in June of each year. The Board agrees to promptly remit such funds each month along with a list of the names of individual from whom deductions have been made, to the Association's designee.
- C. Employees covered by this contract, but not wishing to join the Association shall pay to the Association a representative fee established in accordance with Association procedures within sixty (60) days after the commencement of employment. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information, may not be available and transmitted to nonmembers until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment by non-members shall be activated thirty (30) days following the Association's notification to non members of the fee for that given school year.

In the event that neither of the provisions of Section C are met, the Board, upon receiving a written and signed complaint from the Association indicating the employee has failed to comply with either condition, shall, pursuant to MCLA 408.477: MSA 17.277(7) and at the request of the Association, deduct the representation fee from the bargaining unit member's wages and remit same to the Association.

Payroll deductions made pursuant to this provision shall be made in an equal amount, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

The Association will save the Board harmless from any and all costs including witnesses, attorney's fees, other incidental cost of prosecution or defense or any action claimed to which the Board of Education may be liable by virtue of enforcing the provision of this Article.

- D. The district shall notify the Association President of new employees within ten (10) days of hire.
- E. Eligible employees may make contributions to the District's 403(b) tax-sheltered annuity plan by payroll deduction to be invested with an authorized investment provider in accordance with the Letter of Agreement (Appendix H) entered into between the District and the Association. As stated in the Letter of Agreement, MEAFS will be one of the investment providers, and the District will withdraw from the Consortium if MEAFS is removed from the list.

Article 14

Miscellaneous Provisions

- A. Prior to ratification of a new Master Agreement by the parties, a proof-read copy of the new agreement will be verified by both parties.

Each employee will be provided with a copy of the new Master Agreement within thirty (30) calendar days of ratification by both parties.
- B. During the term of this Agreement, neither the Association or any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of duties) for any purposes whatsoever.
- C. If any provision of this Agreement or any application of the Agreement is contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. For informational purposes only, copies of the final teacher calendar will be posted in each building and copies will be made available to employees through the central office and the principal's offices.

Article 15

Transportation Provisions

A. Routes are classified as follows:

Regular Route - pick-up or take-home of K-12 students attending the regular school program.

Single Route - one route driven by one driver.

Skills Route - a regular route to the skill center complex.

Shuttle Run - a short run to and from buildings when not part of a regular route.

Sports Run - trips to drive a team to sports events. Awarded on a per sport per season basis.

Extra Run - single posted trip - not included in any of the above with the driver paid on an hourly basis at the "extra trip" rate.

Combination Routes - two regular routes combined and run by one driver.

B. Bus Driver Classifications:

Regular driver - a driver that is presently assigned a regular, special education, mid-day, or skills route on a regular basis.

C. Bid Process

1. Each year, assignments will always be bid based upon seniority the third Wednesday in August.

2. All routes (regular and skills) will be bid by seniority, starting with the most senior driver given the opportunity to select. All routes to be selected will be listed. The list will contain those regular routes that are to be run in combination.

Drivers may select any route providing there is no conflict in schedules and the selection will not cause the driver's day to exceed eight (8) hours.

3. After the annual bid meeting where drivers select their routes there will be no bumping. If there is a vacancy or if a route is added after the route selection meeting a driver is eligible for that route only for financial advancement based upon seniority. (Example: driver with only a single regular route would be eligible for a combination route, however, if the driver already has a combination route he/she could not move to the open route because the driver would like the route better.) A driver wishing to change from a combination route may be considered for a single route vacancy.

4. All extra runs will be posted as received. The posting will include the date and time posted and will be posted for a minimum of forty-eight (48) hours two (2) working days. All drivers interested in the posted run are to sign the posting. The extra run will be awarded to the senior driver signed for that run. If a driver signs more than one (1) posting for trips on the same day, the senior driver will notify the Transportation Supervisor in writing as to which trip he/she will take. Any extra run request received with less than the forty-eight (48) hour, two (2) working day posting time will be offered to the top seniority driver, and then down the seniority list until the run is filled.

Exceptions to the above are swimming, which will be given for five (5) consecutive work day periods on a rotating seniority basis, starting with the most senior driver and sports runs which will be bid by seniority, one sport, per driver, per season (fall, winter, spring).

If no driver signs an extra run posting, the Transportation Supervisor may then assign the run to a substitute driver. Should the Transportation Supervisor not be able to obtain a substitute driver for the run, it will be assigned to a regular driver. Assignment of non-selected extra runs will be made on a rotating basis starting with the least senior regular driver.

5. Preliminary sports schedules will be posted along with a notice of a meeting for interested drivers. The posting will be for a minimum of forty-eight (48) hours, two (2) working days) prior to the meeting. If any regular or non-assigned driver is unable to attend the meeting, he/she may submit to the Transportation Supervisor in writing his/her three (3) choices in order for sports runs. The Transportation Supervisor or his/her designee will bid for that driver when his/her turn comes.

Any additional sports run that comes in will be given to the driver of that sport. If the driver declines, it will be posted as an extra run. If a driver is unable to run his/her sports run, every effort will be made to obtain a substitute, however, a driver of a sport shall be obligated to run the sports run if a substitute cannot be obtained. No driver shall run another run as an option to his/her sports run. If a driver's sport has two (2) trips going out at the same time, the driver shall have the option, with the other run to be posted as an extra run.

6. For reason of safety, actual driving time will not exceed nine (9) hours per day.
7. In the event that the Administration or Association feels there should be a change in the driver of a particular route, or the Administration feels the driver has selected a route in which he/she may not be well suited, the concern will be discussed with the driver involved. If the driver does not consent to voluntarily switching that route, a meeting may be called with the affected driver, Transportation Supervisor, President of the TKESP or his/her designee, Director of Finance, Superintendent or Superintendent's designee. At the meeting, rationale will be given for the proposed change, and the affected driver will be allowed to present a response. The Administration will then make

a decision regarding the assignment of the route based on the input received from the meeting.

8. A sign-up sheet will be posted a week before school is out in the spring for all drivers interested in summer driving and substituting. Each trip/run as needed to be filled will be offered to the top seniority driver on the list and on down until it is awarded.
 9. Whenever it is known in advance that a driver of a combination route will be absent, every effort will be made to offer that combination route to single route drivers by seniority if the absence is for three (3) work days or more.
- D. The district will reimburse drivers each year the cost of a commercial driver's license upon proof of receipt of CDL.
 - E. Drivers will be compensated for attending training sessions at the in-service rate in Appendix B.
 - F. Drivers, when requested by the Administration, will be compensated at the in-service rate for calling and census; at least two (2) hours for calling and not to exceed three (3) hours for census.
 - G. Drivers will be compensated for time spent in excess of one hour on student discipline at the in-service rate as in Appendix B when approved by the Transportation Supervisor.

Article 16

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to the professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. The items to be negotiated shall have approval of both parties before negotiations shall start.
- B. At least sixty days prior to the expiration of the Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of Support Staff by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties mutually pledge that representatives selected by

each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation services of the Michigan Employment Relations Commission (MERC) or take any other lawful measures it may deem appropriate.

APPENDIX A

Premium Pay and Longevity Pay

1. Premium per hour:

a. Cafeteria (on Cafeteria Helper Wage Schedule)

1. Head Server

High School	+\$.35
Middle School	+\$.35

2. Elementary Cook

Page Elementary	+\$.35
Lee Elementary	+\$.35
McFall Elementary	+\$.35

b. Executive Secretary to the Principal, Secretary to: High School Counselor, Athletic Director, Special Education Director, and Community Education Director – Secretary Wage Schedule

+\$1.40

High School and Middle School Attendance office, Middle School Counseling, Operations Secretary, and Transportation Secretary – Secretary Wage Schedule

+\$.70

c. Custodian - Custodial Schedule

Night Premium for General Custodian	+\$.30
Building Charge	+\$.55
Building Charge M. S.	+\$.75
Building Charge H. S.	+\$.85

Equity adjustment – custodial schedule +\$.25

d. Elementary Office Clerks - Monitor Schedule

McFall - Lee - Page +\$.25

e. Paraeducators meeting requirements for NCLB +\$.25

f. Add \$.20 to base wages for food service employees (to help offset eliminating the paid lunch)

- g. When substituting for the Head Cook, Cafeteria Helpers will be placed on the Head Cook salary schedule closest to their per hour wage, and will receive an additional stipend of \$.50/hour. (Moved from the letter of agreement)
- h. Lead Head Cook will receive an additional stipend of \$.50/hour when fulfilling additional duties (authorized by supervisor).

2 a. Longevity (except bus drivers)

Years of Continuous Service

10 years	+.25
15 years	+.30
20 years	+.35
25 years	+.40

b. Longevity (bus drivers only)

Tenth year of continuous service - \$.20 per hour

Fifteenth year of continuous service an additional \$.07per hour.

Skills drivers will have the same hourly compensation as listed above.

- 3. Employees shall be paid according to hours worked.
- 4. Probationary rate is \$.20 per hour less than base rate until probationary period ends.

APPENDIX B

SALARY SCHEDULE

2009-10 1.9% increase

The probationary period for new employees is sixty (60) working days.

CUSTODIANS

PROB	\$12.84
BASE	\$13.04
Step 2	\$13.49
Step 3	\$13.95
Step 4	\$14.38
Step 5	\$14.84
Step 6	\$15.29
Step 7	\$15.72
Step 8	\$16.18

PREMIUMS

General Custodian Night	+\$0.30
Building Charge	+\$0.55
Building Charge M.S.	+\$0.75
Building Charge H.S.	+\$0.85

MAINT/COURIER/GROUNDS

PROB	\$15.90
BASE	\$16.10
Step 2	\$16.56
Step 3	\$17.00
Step 4	\$17.45
Step 5	\$17.88
Step 6	\$18.32
Step 7	\$18.78
Step 8	\$19.22

SECRETARIES

PROB	\$12.09
BASE	\$12.29
Step 2	\$12.76
Step 3	\$13.23
Step 4	\$13.70
Step 5	\$14.16
Step 6	\$14.62
Step 7	\$15.10
Step 8	\$15.55

LIBRARY ASSISTANTS/COMPUTER LAB-TECH ASSISTANTS

PROB	\$12.13
BASE	\$12.33
Step 2	\$12.77
Step 3	\$13.22
Step 4	\$13.66
Step 5	\$14.10
Step 6	\$14.55
Step 7	\$14.99
Step 8	\$15.44

PARAEDUCATORS

PROB	\$11.62
BASE	\$11.82
Step 2	\$12.27
Step 3	\$12.71
Step 4	\$13.17
Step 5	\$13.60
Step 6	\$14.05
Step 7	\$14.50
Step 8	\$14.94

MONITORS

PROB	\$11.37
BASE	\$11.57
Step 2	\$11.87
Step 3	\$12.19
Step 4	\$12.49
Step 5	\$12.82
Step 6	\$13.12
Step 7	\$13.43
Step 8	\$13.75

HEAD COOKS

PROB	\$13.36
BASE	\$13.56
Step 2	\$14.04
Step 3	\$14.51
Step 4	\$14.97
Step 5	\$15.44
Step 6	\$15.91
Step 7	\$16.38
Step 8	\$16.84

CAFETERIA HELPERS

PROB	\$11.37
BASE	\$11.57
Step 2	\$11.87
Step 3	\$12.19
Step 4	\$12.49
Step 5	\$12.82
Step 6	\$13.12
Step 7	\$13.43
Step 8	\$13.75

BUS DRIVERS SALARY SCHEDULE

All regular routes, extra trips driving and down time, skills center routes driving and down time and in-service time shall be paid on an hourly basis (See Appendix B, section I.)

Regular Run	
Sub/probationary	\$13.36
1 st year drivers	\$13.56
2 nd year drivers	\$14.31
3 rd	\$15.16
4 th	\$15.98
5 th	\$16.85

	Extra Trips		Skills Center	
	Driving	Down	Driving	Down
Sub/probationary	\$10.86	\$10.86	\$17.00	\$17.00
1 st year drivers	\$11.11	\$11.11	\$17.23	\$17.23
2 nd year drivers	\$11.71	\$11.71	\$18.18	\$18.18
3 rd year drivers	\$12.41	\$11.71	\$19.26	\$18.18
4 th year drivers	\$13.15	\$11.71	\$20.43	\$18.18
5 th year drivers	\$14.36	\$11.71	\$21.65	\$18.18

In-service Rate for 2009-10 \$11.71

- A. An employee who worked in the Thornapple Kellogg Schools will receive up to two (2) years experience, provided he/she returns within two years of termination. Up to two (2) years credit may be given for experience in other school systems or similar jobs.
- B. Determining of steps on the salary schedule shall be established as follows:
 - 1. 1st year of work on the base or first step.
 - 2. Employees will advance on the schedule only at the start of the year - full year employees - July 1, and school year employees, September 1, or the beginning

of the school year. Credit will be given on the following basis:

- a. If the employee has been employed one-half or more of the year's total days, he/she will advance one (1) step.
 - b. If the employee has been employed less than one-half of the employment year, he/she will not advance on the Schedule.
- C. Employees transferring from one pay classification to another will be placed on the salary schedule step which was closest to but not less than the rate of pay in their former classification.
- Employees transferring within their pay classification will retain their position on the pay schedule.
- D. When an employee is temporarily assigned to a higher paid position, he/she shall receive that rate of pay.
- E. Paraeducator instructors will be only those persons specifically appointed to this classification, directly assisting a professional instructor with directed classroom duties.
- F. Employees who are assigned to weekend building checks, pool maintenance or who are called in for emergencies, will receive a minimum of two (2) hours pay.
- G.
 1. Probationary drivers will receive .20 per hour less than the rates set forth above.
 2. Drivers will be placed on the salary schedule based upon the number of years of service as a regular driver to the district.
- H. Extra runs on Saturday, Sunday or holidays - the first hour of run will be paid at the hourly regular run rate.
- I. Efforts will be made to ensure routes will total a minimum of 6 hours per day. In the event that routes do not meet the minimum of 6 hours, the District agrees that all drivers will be compensated for 6 hours. Overtime compensation will be based on actual hours worked. The District retains the right to assign related drivers other duties to meet the 6 hour minimum per day. Any driver working full eight (8) hour days will receive paid one-half hour lunch period.
- J. Any trip that exceeds two-hundred (200) miles one way requires that each bus shall have two drivers assigned.
- K. Drivers will be compensated at the in-service rate when riding with another driver to learn a route when requested by the Transportation Supervisor (limit - one time per route). if a regular driver has to miss his/her own route in order to learn another route, he/she will receive his/her regular route rate in lieu of the in-service rate.

- L. Drivers missing any of their regularly scheduled routes to run an extra or sports run will be compensated at the driving rate for the full run.

Special education and skills center route drivers will receive driving time rate for all non-driving times of less than one hour in duration.

- M. Extra trip driving time will be determined by transportation supervisor or designee. Any discrepancies regarding actual drive time will be discussed with involved parties and subject to grievance procedure if unresolved.

NOTE: The Walker Shuttle is not subject to the 6 hour minimum referenced in I. above.

APPENDIX C

THORNAPPLE KELLOGG SCHOOLS
2009/2010 TEACHER CALENDAR/STUDENT CALENDAR

The calendar for 2009/2010 school year shall be similar to prior years. The parties shall meet to negotiate the calendar by April 1st of the previous school year. If the Kent County Common Calendar changes, the parties shall negotiate to change the calendar to be as close to the common calendar as possible.

In the event employees' days are reduced as a result of the school calendar, TKESP members affected by this change will be allowed to work if they choose to or if the administrator asks that they work.

		Teacher Days	Student Days
September	1 – Professional Development Day/Kick-Off 2 – Professional Development Day 3 – Professional Development (a.m.) Open houses and Orientations (p.m.) 8 – 1 st Day of School	20	17
October	23 – No School for Students 23 – Professional Development Day District-wide PD	22	21
November	25-27 No School District-wide – Thanksgiving	18	18
December	Dec. 21-Jan 3 – No School District-wide Winter Break	14	14
January	4 – School Resumes 18 – No School for Students Professional Development – HS, Page, Lee Records Day – MS, McFall	20	19
February	15 – No School for Students Professional Development District-wide	20	19
March	12 – No School for Students Professional Development – MS, McFall Records – HS, Page, Lee	23	22
April	2 –11 No School District-wide – Spring Break 12 – School Resumes	16	16
May	31 – No School District-wide – Memorial Day	20	20
June	10 – ½ Student Day (a.m.) & Full Staff Day 11 – ½ Student Day (a.m.) 11 – ½ Day for Staff (a.m.)	8.5	7 full days 2 half-days
P/T Conf. Days		181.5 + 3	0
	Total Days for Year	184.5	174

APPENDIX D

SUPPORT PERSONNEL EVALUATION

A. Evaluation

The Board and Association recognize that evaluation is an important tool for recognizing satisfactory performance, and maintaining and improving the quality of specific goals and objectives.

The evaluation process will utilize the current forms and procedures established in this contract.

B. Evaluator

The evaluator shall be the immediate supervisor.

C. Evaluation Frequency

Employees shall be evaluated at least (once) during the probationary period with a recommendation as to continues employment. Following this probationary period an evaluation shall be done (at least) annually.

D. Observation Procedure (when needed)

1. Employees shall be given at least two (2) week notification of a scheduled observation.
2. Formal observation occurs on the scheduled date.
3. Within five (5) days of the observation, the evaluator will meet with the employee to discuss the observation. This discussion will take place in a personal conference. The evaluator will review his/her observation notes with the employee. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator. The evaluator will also provide suggestions for remediation.

E. Plan of assistance

If a plan is deemed necessary, the evaluator and employee shall develop the plan together. The plan will:

- 1) Identify area(s) needing improvement
- 2) Develop strategies, resources and assistance available to the employee for making improvements.
- 3) Develop a timeline for improvement and follow-up observation.

F. Timeline

When either the employee's or evaluator's absence of more than five (5) consecutive working days, due to unforeseen circumstances, affects a contract timeline, the evaluator, in consultation with the Superintendent or designee and Association President, may extend the timeline equal to the number of days absent.

F. Subject to Grievance

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this agreement may be grieved.

G. Files

Employees shall have the right, upon reasonable advance notice, to review his/her personnel file and may do so in the presence of an Association representative. Employees will be given the opportunity to file a response to any material in his/her personnel file(s), and the response shall be made a part of the said file(s).

No material may be destroyed or removed from the Employee's file without the presence of the Employee and/or the Employee's representative. The employee may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Superintendent or designee.

H. Freedom of Information Act (FOIA) Request

If the District receives a FOIA request for an Employee's file, the employee shall be notified of the request, and shall receive a copy of it. Before the District responds to the request, the employee and/or Association may review the materials the District believes it must provide in response to the FOIA request. If the employee indicates that he/she will challenge the intended disclosure, the Board will take the maximum time permitted by the FOIA before it responds. The Board will cooperate where feasible and intends to exempt from disclosure file materials that may be exempted.

I. General Provisions

If an employee is asked to sign any materials, including those that may go in to his/her file, such signature shall be understood to indicate his/her awareness of the material, but the signature shall not be interpreted to mean agreement with the content of the material.

There shall be no electronic monitoring of employee performance without the employee's knowledge.

Support Staff Performance Standards

Punctuality

Clocks in and out at scheduled time and is on the job at the assigned time. Follows procedures for calling in or asking for time off.

Carries out assigned duties

Completes assigned duties in an appropriate time frame. Does not leave duties undone without letting supervisor or administrator know when duties will be completed.

Quality of work

Performs assigned duties with a high level of quality and effectiveness.

Initiative

Shows commitment, initiative, and responsibility for one's own job assignments. Seeks out support and information in order to improve one's performance.

Attitude

Observes professional ethics and pride in one's self and job. Shows a pleasant, positive, and professional attitude with staff, students, and community.

Relationship with fellow workers

Works well with other staff members in a positive and professional manner.

Relationship with supervisor/administrators

Stays in contact with supervisor/administrator. Works well with supervisor/administrator in a positive and professional manner.

Appearance

Demonstrates a neat, clean, and professional appearance in accordance with job classification.

Attendance

Maintains a regular and punctual work schedule, excluding approved leaves.

Employee Evaluation

Name: _____ School: _____

Job Classification: _____ Department: _____

Date of Evaluation: _____ Supervisor: _____

Rate each category Satisfactory (S), Needs Improvement (NI), or Unsatisfactory (U). If the rating is Needs Improvement or Unsatisfactory, explain and list steps for improvements.

	S	NI	U
1. Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

2. Carries out assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Remarks:

3. Quality of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------	--------------------------	--------------------------	--------------------------

Remarks:

4. Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Remarks:

5. Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------	--------------------------	--------------------------	--------------------------

Remarks:

6. Relationships with fellow workers **S** **NI** **U**
Remarks:

7. Relationship with supervisor/
administrator
Remarks:

8. Appearance
Remarks:

9. Attendance
Remarks:

Overall remarks:

Supervisor/Administrator Signature

Date

Employee Signature

Date

Copies:
Employee File
Supervisor/Administrator
Employee

APPENDIX E

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division



APPENDIX F

INCLEMENT WEATHER ATTENDANCE

The parties recognize that in extraordinary situations (brought on by inclement weather conditions) the school district may decide to conduct school related events/activities on days or evenings which the district has cancelled class sessions for the day. On such occasions there will be a need to staff school buildings to accommodate said reasons.

This document will amend, for the maintenance and custodial classifications, the current contract language (Article 7: Working Conditions, Section E.) The school district may require, for reasons stated above, including maintaining buildings and grounds, up to (4) four custodial personnel, and up to (6) six maintenance personnel to report to work on such days in which the schools are closed (due to inclement weather).

1. The maintenance/custodial supervisor will notify maintenance and custodial staff required to work.
 - a. First shift employees not previously notified but required to work will be notified immediately after the district calls such day and the needs are assessed by the department supervisor.
 - b. Night shift employees required to work will be given notification a minimum of 2 hours prior to their scheduled workday.
 - c. Starting with the highest seniority member, the supervisor will select required personnel from a continuing rotation schedule, within the affected building and the shift requiring such need.
2. The maintenance/custodial supervisor must approve altering of employee's scheduled workday hours when school is closed due to inclement weather.
3. In the event of a two- hour delay, the night shift maintenance/custodial employees need to report at their scheduled start time. The two-hour delay will not be charged to their "Act of God Day" bank.
4. A non-required maintenance/custodial employee utilizing the "Act of God Day" will contact the supervisor by the start of employee's shift.

Non-required custodian or maintenance personnel will follow the contract language pertaining to Article 7, Section E.

Any custodian or maintenance personnel required to report on days in which the school district is closed due to inclement weather will receive that days wages plus equal hours of compensatory time for each day they are required to come in and work. The compensatory time earned must be used on a non-student day before August 31 of the school year in which it was earned. If the compensatory time is earned and not used during the noted school year, it will automatically be added to the member's sick bank on September 1. The member may designate compensatory time earned to their sick bank. Designation will be made by the member to the Payroll Office in writing.

APPENDIX G

**LETTER OF AGREEMENT
Between the
Thornapple Kellogg Schools Board of Education
and the
Thornapple Kellogg Educational Support Personnel Association/KCEA/MEA/NEA
on
Employee Evaluations**

This Agreement is made by the Thornapple Kellogg Schools and the Thornapple Kellogg Educational Support Personnel Association/KCEA/MEA/NEA.

Both parties agree to establish a committee to develop and review the policies and procedures for the evaluation process during the 2009-10 school year. Following agreement by the parties, these policies and procedures will be implemented in the following school year and incorporated into the Master Agreement during the next round of negotiations.

The evaluation committee will be comprised of equal representation between the District and the Association. One member and the Supervisor from each classification will provide input as ex-officio members. The final decision will be made with equal representation between the District and the Association.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by their respective representatives.

Laurie O'Dell
TKESP President

Gary Rider
Superintendent

Cindy Brooks
TKESP PN Chair

Christine Marcy
Director of Finance & Operations

Reneé Szurna
KCEA UniServ Director

APPENDIX H

LETTER OF AGREEMENT

Between

Thornapple Kellogg Public Schools

And the

Thornapple Kellogg Education Association

And the

Thornapple Kellogg Educational Support Personnel Association

Re: West Michigan Benefits Consortium Section 403(b) Tax-Sheltered Annuity Base Plan Document and KISD Section 403(b) Adoption Agreement.

NOW COMES the Thornapple Kellogg Public Schools ("District") and the Thornapple Kellogg Education Association and the Thornapple Kellogg Educational Support Personnel Association ("Associations"), and said parties do hereby agree to the following:

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. The Plan Document shall allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Timely and regular notice of administration rule(s) changes, modifications, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration shall be communicated to the participants and the Associations. Any changes to the adoption agreement shall require a 60-day advance notice to the Association.
5. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as administratively feasible and in no event later than the time limits imposed under the Plan Document and the Internal Revenue Code.
6. The Board agrees that any such TPA services as may be required to administer 403(b) products, shall be at no direct cost to the bargaining unit member.

7. The Plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.

8. The Wildcard vendors as mutually agreed to by the District and the Associations shall be; GLP & Associates, Fidelity Group, AXA Equitable, Ameriprise Financial, and Twentieth Century. All vendors listed must sign an Information Sharing/Service Agreement with the MRIC by January 1, 2009 or they will be dropped from the list. The Parties agree that there shall be no change to these named vendors without the mutual consent of the association.

9. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b) program.

Kevin McGee
TKEA President

Don Haney
Board President

Laurie O'Dell
TKESP President

Gary Rider
Superintendent

Marc Lester
TKEA PN Chair

Christine Marcy
Director of Finance & Operations

Cindy Brooks
TKESP PN Chair

APPENDIX I
VERBAL WARNING

Name of Employee: _____

Supervisor: _____

Date of Incident: _____

Description of Incident:

Comments of Supervisor:

This has been discussed with all parties signed below:

Employee

Date

Supervisor/Administrator

Date

Association Representative

Date

Copy to Personnel File

**Thornapple Kellogg Schools
Pay Freeze Reimbursement**

The District will reimburse the 1.5% pay freeze from the 2005/06 school year. This will be paid to those TKESP members who were employed during the 2005/06 school year and are still employed by Thornapple Kellogg Schools as of July 1, 2009. This off schedule lump sum payment will be paid no later than September 30, 2009.

Letter of Agreement
Between the
Thornapple Kellogg Schools Board of Education
and the
Thornapple Kellogg Educational Support Personnel Association/KCEA/MEA/NEA
On

Operations Secretary Compensation

The current Operations Secretary, Roxanne Potter, will continue to receive the \$1.40/premium during her tenure in this position.

Laurie O'Dell
TKESP President

Gary Rider
Superintendent

Cindy Brooks
TKESP PN Chair

Christine Marcy
Director of Finance & Operations

Renee Szurna
KCEA UniServ Director

Date

Letter of Agreement
Between the
Thornapple Kellogg Schools Board of Education
and the
Thornapple Kellogg Educational Support Personnel Association/KCEA/MEA/NEA
On

Bus Driver In-service

At the beginning of the school year, drivers will be granted 1 additional day of pay at the in-service rate which shall be compensation for attending the annual bid meeting, running the route(s) and initial bus prep and cleaning.

Drivers will be compensated 1 hour at the in-service rate for cleaning their bus at the end of the year.

Laurie O'Dell
TKESP President

Gary Rider
Superintendent

Cindy Brooks
TKESP PN Chair

Christine Marcy
Director of Finance & Operations

Renee Szurna
KCEA UniServ Director

Letter of Agreement
Between the
Thornapple Kellogg Schools Board of Education
and the
Thornapple Kellogg Educational Support Personnel Association/KCEA/MEA/NEA
On

IN-SERVICE TRAINING

The TKESP and Administration shall form a joint committee to assess training needs for support staff. The committee shall meet three times per year (e.g. September and January and April) and shall issue its recommendation to the Board and TKESP.

The District and the Association shall also form an Educational Assistant Training Committee consisting of the Director of Finance & Operations or designee, building principal(s), and teacher and support staff representatives. The mission of this committee shall be to develop a framework and structure for educational assistant training in each building. This committee will monitor the programs annually.

At a minimum, educational assistant training will be provided in CPR/First Aid, recertification for CPR and conflict management. The CPR certification training will be based on the individual needs of the employee.

Laurie O'Dell
TKESP President

Gary Rider
Superintendent

Cindy Brooks
TKESP PN Chair

Christine Marcy
Director of Finance & Operations

Renee Szurna
KCEA UniServ Director

Article 17

Duration

This Agreement shall be effective as of ratification by the parties and shall continue in effect until June 30, 2010.

The only provision which will be retroactive will be the rate set forth in Appendix A and B.

SUPPORT ASSOCIATION

BOARD OF EDUCATION

BY _____
Association Chief Negotiator

BY _____
Board Chief Representative

BY _____
Association President

BY _____
Board Representative

BY _____
KCEA/MEA/NEA President

BY _____
Board Representative

BY _____
KCEA/MEA/NEA UniServ Director

Dated the _____ Day of _____, 2009