

AGREEMENT
BETWEEN
BOARD OF EDUCATION
OF
KENT CITY COMMUNITY SCHOOLS

KENT CITY SUPPORT PERSONNEL ASSOCIATION
(EDUCATIONAL AIDES)

KCEA/MEA/NEA

July 1, 2019 to June 30, 2020

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AGREEMENT

This agreement is entered into effect July 1, 2018. Between the Kent City Community School Board of Education; hereinafter called the "Board" and the Kent County Education Association, (KCEA/MEA/NEA) hereinafter called the "Association", through the local affiliate, the Kent City Educational Support Personnel Association/MEA/NEA.

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION

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

INCLUDING

All regular and regular part-time Educational Assistants.

BUT EXCLUDING:

Supervisors and all other employees.

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

ARTICLE III

EMPLOYEE RIGHTS

A. Discipline

1. No non-probationary employee shall be disciplined without just cause.
2. Disciplinary action shall be defined as any reprimand, suspension without pay, reprimanded, reduced in rank or compensation or deprived of any opportunity or means of maintaining or holding his her position favorable to success in the performance of his/her employment duties, or discharge.
3. The Association agrees that the Employer has just cause to discharge any employee who:
 - a. Is convicted of any felony.

- b. Is absent for three (3) Consecutive days without notifying the Employer.
 - c. Does not return from a sick leave and leave of absences.
 - d. Is under the influence of intoxicants or illegal drugs while on the job.
 - e. Consumes or sells intoxicants or drugs on Board property.
 - f. Intentionally falsifies records.
 - g. Fails to meet State requirements.
4. The above are meant to be representative of reasons for discharge but are not to be limitations upon the Board for taking discharge actions.
 5. Any bargaining unit member who is to be reprimanded or disciplined, for any reason, will have (upon request by the member) an Association representative present.
 6. All discipline will be progressive nature, except in disciplinary matters covered in Section 3 above.

Progressive discipline will be as follows:

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

B. Personnel File

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

C. Evaluation

1. All employees will receive a formal evaluation each year by their supervisor. Such evaluation shall be in written form and is to be completed on or before May 1 of each year. The employee will receive a copy of the written evaluation. A copy of the evaluation signed by the employee and the evaluator is to be received by the Superintendent.
2. Evaluations are made with the objective to assist the employee to improve his her performance and relationship with students and staff, job knowledge, and other aspects of his/her working relationship with the School

District If the evaluation is not completed within the above stated timelines, the unit member's work will be deemed as satisfactory.

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

E. Training

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

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

The parties agree that training in seclusion and restraint will be provided to staff who are required to work with students with special needs. The administration will identify such individuals and will schedule the training. If a staff member wishes to be trained, he/she may request such training with their building administrator.

ARTICLE IV

ASSOCIATION RIGHTS

The Association shall have the following rights:

A. Facility Usage

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

B. Bulletin Boards

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

C. Information

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

D. President's Release Time

At the sole discretion of Superintendent, the Association President maybe released from normal employment duties to conduct Association business, assist in millage elections, etc. pursuant to all applicable cost reimbursement requirements.

ARTICLE V

BOARDS RIGHTS

A. Authority

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

B. Management

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

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

C. Conflicts

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

ARTICLE VI

JOINT CONFERENCE

A. Schedule and Agenda

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

B. Place of Conference

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

ARTICLE VII

WORKING CONDITIONS

A. General

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

B. Probationary Period

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

C. Start Date. Date of Hire and Seniority Date

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

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

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

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

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

ARTICLE VIII

JOB ASSIGNMENTS

A. New Positions

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

ARTICLE IX

LEAVE WITHOUT PAY

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

ARTICLE X

LEAVE WITH PAY

A. Illness/injury Leave

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

B. Usage of Leave

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

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

C. Personal Leave

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

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

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

D. Bereavement

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

Funeral Leave (Employee's Immediate Family)

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

E. Severance

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

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

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

ARTICLE XI

INCLEMENT WEATHER DAY

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

1. Bargaining unit members shall not be required to report to work.
2. In the event the District is not required to make up such day(s) to receive State aid payments, employees will receive their regular- rate of pay for the day(s). In the event the District needs to make such days to receive State aide and the District elects to make the day(s), pay will be issued after the day(s) are made up.
3. In the event school is cancelled after employees have reported to work due to inclement weather• or conditions not within the control of the District. The following procedures will apply:
4. All employees will be dismissed following any necessary activities and will be paid for balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.
5. If such days are not permitted to be counted as a day of student instruction for receiving State aid, employees will be dismissed following any necessary activities and will be paid for time actually worked

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

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

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

ARTICLE XII BENEFITS

A. All Employees

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

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

1. Friday before Labor Day (initiated in 17-18, added to contract 18-19)
2. Labor Day
3. Wednesday before Thanksgiving (Regular pay and holiday pay shall be paid, but it shall not count toward overtime).
4. Thanksgiving Day
5. Day after Thanksgiving\
6. Christmas Eve
7. Christmas Day
8. Day after Christmas
9. New Year's Eve Day
10. New Year's Day
11. Good Friday (if school is not in session)
12. Memorial Day

To be eligible for such pay, employees must work their work day prior to the holiday and the first workday following the holiday. An exception to this condition is when the employee is personally ill on the work day prior to or following the regular holiday or if employee has a pre-approved leave by the Superintendent. Proof of illness must be borne by the employee.

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

B. Medical Insurance

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

will bargain with the Association concerning the implementation of any change the carrier(s) as the result of such bid.

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

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

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

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

Upon written request, the Board will pay a part of the monthly medical insurance premium for MESSA Choices with \$500/1000 deductible NO coinsurance or \$500/1000 deductible 1 (P/coinsurance or ABC plan 3\$3500/7000 deductible 10% coinsurance with the Saver Rx drug for eligible employees.

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

The parties agree to retain **\$45,500** health insurance pool to be divided by eligible employees. The deviser will be capped at **8** eligible members.

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

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

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

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

C. Long Term Disability- All Employees

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

D. Dental Insurance - All Employees

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

E. Worker's Compensation

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

F. LONGEVITY

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

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

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

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

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

J. Uniform

The district agrees to provide jackets every three years to bargaining unit members. Staff members are asked to return their old jacket when the new jacket is received. The return jackets will be kept at the building for use by substitute employees. Staff members in their first year of employment will receive a jacket; however, should he or she leave within the first year of employment, the jacket must be returned to the district.

ARTICLE XIII

REDUCTION IN WORK FORCE AND RECALL

A. Definitions

1. The word "layoff means a reduction, other than termination, retirement, or leave of absence, in the number of employees employed as bus drivers, bus aides or educational assistants.
2. The word "seniority" continuous employment service within the classification of Bus Diver, Bus Aide, or Educational Assistant excluding leave of absence without pay that exceeds thirty (30) days and layoff. There shall be no loss of seniority for absence as a result of the employee's personal illness.

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

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

C. Seniority Frozen

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

D. Layoff

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

E. Recall

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

ARTICLE XIV GRIEVANCE PROCEDURE

A. Definition

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

B. Grievance Form

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

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

C. Purpose. Days and Time Limits

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

D. Non-Grieveable Items

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

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

E. Procedure

1. Level One (Immediate Supervisor)

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

2. Level Two (Superintendent)

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

3. Level Three (Board)

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

4. A meeting between at least two (2) members of the Board, the aggrieved, and representative of the Association and

Administration shall be held within ten (10) working days following the first regular Board meeting after receipt of the written grievance. The decision of the Board shall be given, in writing, within five (5) working days following the next regular Board meeting.

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

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

ARTICLE XV NO STRIKE CLAUSE

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

ARTICLE XVI CONFORMITY TO LAW

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

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

ARTICLE XVII MISCELLANEOUS PROVISIONS

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

ARTICLE XVIII DURATION OF AGREEMENT

This Agreement shall be effective upon Board ratification and shall continue in effect until the 30th day of June, 2020. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. Pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date; this Agreement shall at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

President Board of Education

Date

Secretary Board of Education

Date

President, Association of Bus Drivers/Aides

Date

President, Association of Educational Assistants

Date

President KCEA

Date

HEALTH CARE PROCEDURE AUTHORIZATION FOR MEDICALLY FRAGILE STUDENTS

Name:

Address:

Parent/Guardian:

Address (If different)

Phone :

Physician:

Phone:

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

Teacher: _____

At _____

Or, Director of Special Education:

At _____

1 . Verification of Medical or Health Status:

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

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

2.Procedures/intervention:

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

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

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

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

3.Recommendations for Transportation and School Attendance.

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

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

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

Signature of Physician _____ Date Signature of Parent/Guardian

Date

MEDICALLY FRAGILE STUDENTS

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

SECTION II

INFORMATION PERTAINING

TO

EDUCATIONAL AIDES

ARTICLE I-A EMPLOYMENT STATUS

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

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

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

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

C. Hours of Work- Educational Assistants

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

If a change of assignment occurs during the staff member's workday due to unforeseen circumstances such as a student absence, fieldtrip, etc., the staff member will be provided an alternative assignment and will not suffer a loss of pay.

D. Overtime - Educational Assistants

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

E. Relief Breaks - Educational Assistants

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

F. Lunch Period - Educational Assistants

Each Educational Assistant shall be allowed a non-paid duty lunch period of one-half (1/2) hour per day. The lunch period will be scheduled by the Educational Assistants supervisor.

ARTICLE II-A WORKING CONDITIONS

A. Educational Assistant's Working Conditions

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

ARTICLE III-A JOB ASSIGNMENTS

A. Job Selection

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

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

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

Need-based hours may be available during the bidding process. Need-based hours may be only temporary in nature. Bidding on these hours may result in a loss of hours in the future if the hours are no longer needed. If bid on, these hours will count towards all benefits as long as they remain a part of the employee's work load, loss of these hours will not trigger the re-bidding/bumping provisions of this agreement.

After the bidding process, as needed, staff members may be offered additional need-based hours that are temporary in nature. These hours will not count towards benefits initially, as they are temporary. If the need-based position is still required after 20 school days, the hours performed in the need-based position will be included in leave and snow day calculations, but will not trigger the re-bidding/bumping provisions of this agreement.

B. Vacancy and Transfers - Educational Assistants

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

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

Testing

The parties recognize that skill testing of job applicants is an effective tool in evaluating, fairly and objectively, whether or not applicants meet minimum skill requirements. The minimum passing skill requirements for a new employee shall be 80%. In the case of an existing employee transferring (voluntarily or involuntarily) into a new posted position, the minimum passing skill requirement shall be 70%.

Establishing Testing Components

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

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

Job Positions

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

C. Voluntary/involuntary Transfers - Educational Assistants

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

Involuntary Transfer due top position elimination

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

D. Bumping

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

E. Job Description- open to be determined.

F. Clothing allowance—The parties agree that in the event that items of clothing are required for instructional aides; such as recess fanny packs and rain parkas, the district will provide such items for use by the affected staff members. Such requests would go through the normal supply acquisition request process.

G. Stand-alone assignments- The parties agree that all stand-alone assignments will be a minimum of fifteen (15) minutes.

H. Indoor/outdoor recess- The parties agree that when calling indoor or outdoor recess, that such decision will be consistent with the K-2 and 3-5 grade levels.

ARTICLE IV-A BENEFITS

A.

EDUCATIONAL ASSISTANTS WAGE SCHEDULE						
Effective Date	Steps (Years of Service)					
	1	2	3	4	5	6
7/1/2019	10.61	11.48	12.02	12.35	12.66	13.53

Longevity

Years	RATE PER HOUR
12	\$ 0.10
16	\$ 0.25
20	\$ 0.45
25	\$ 0.70

Title I Para Pros

All	17.00
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B. Educational Assistants will be paid a full day's pay at their regular rate of pay on days that the District has school in-service if they attend the in service with the building principal's permission. A two hour in service will be made available to Educational Assistants per year.

C. Title I Educational Assistants

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

EDUCATIONAL AIDES

SENIORITY

Updated 2018/19- current

NAME

1. Sandy Winell
2. Sheri Freeland (Morehouse) (VanDenVerg)
3. Kim Skrabis
4. Karen Busse
5. Kristy Marble
6. Julie Westbrook
7. Vickie Totten
8. Andrea Lutz
9. Rosey Loew
10. Heidi Warmuskerken
11. Laura Preston
12. Rachael Hartzell
13. Amber Larson
14. April Dolphin
15. Tina Wray
16. Danielle Kruithoff
17. Kelly Dewey

APPENDIX A
LETTER OF AGREEMENT
BETWEEN KENT CITY COMMUNITY
SCHOOLS
AND
KENT CITY PERSONNEL
ASSOCIATION/KCEA/MEA/NEA

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

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

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

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

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

The parties agree to adjust the insurance coverage allotment as employees retire or leave employment on a permanent basis. The formula base shall be adjusted. Formula: a pool of **\$45,500** shall be divided by the number of eligible employees that have insurance coverage to produce the monthly coverage (for 12 months) allotment for the employee.

For the current school year (2017-2018) - The number of eligible employees has been reduced from 18 to **8 based on the outsourcing of the transportation division**. Therefore, the **\$45,500** shall be divided by **8** to produce \$5,687.50 divided by 12 months to equal \$473.95 monthly insurance allotment for each eligible employee.

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

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

For the School District

Date

For the Association

Date

**CURRENT EMPLOYEES ELIGIBLE
FOR
HEALTH INSURANCE
FOR THE
2019/2020 SCHOOL YEAR**

1. Kristy Marble
2. Sheri Morehouse
3. Kim Goodrich
4. Sandra Winell
5. Karen Busse
6. Julie Westbrook
7. Vicki Totten
8. Andrea Lutz

If an employee from the insurance pool leaves employment from the district then the next employee within their unit / department by seniority will be notified and offered health insurance. If that employee refuses these benefits it must be in writing. Each employee working at least (17) hours per week, who are currently ineligible for participation in the health insurance pool, he/she will receive (\$50.00) per month (for 10 months) for a total of \$500.