

# Master Agreement

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Between

KENT COUNTY INTERMEDIATE SCHOOL  
DISTRICT

And

KIEA-Bus Aide/KCEA/MEA/NEA

September 1, 2021 – August 31, 2024

Kent Intermediate School District  
2930 Knapp Street, NE  
Grand Rapids, MI 49525  
616/364-1333

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## ARTICLE I

### PURPOSE AND INTENT

#### A. Objective

The Board and the Association recognize that their joint objective is to provide a quality education to the students of the school District, and that the quality of education provided depends upon the dedication, preparation, and morale of the support staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.

#### B. Relations

Being engaged in a mutual endeavor in the public interest, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

#### C. Legal Reference and Agreement

In the above spirit and pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and the Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the bargaining unit as defined in Article II insofar as such matters are not controlled by applicable Michigan laws, such laws, superseding anything which may be contained herein.

## ARTICLE II

### RECOGNITION

#### A. Bargaining Representative

1. The Board hereby recognizes the Kent County Education Association/MEA/NEA as the exclusive bargaining representative for the Kent Intermediate Education Association, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for support personnel employed by the Board in the areas of Special Education and Career and Technical Education, including:

a. Bus Aides

but excluding all supervisory, administrative, Business & Community Resources Network Coordinators, teaching/professional, clerical, custodial and maintenance personnel and all persons employed by the Board in any other area.

2. Additional positions excluded from the Transportation bargaining unit:

a. All casual Substitute Special Education Bus Aides assigned to Special Education bus duties will be excluded from the bargaining unit.

b. Four (4) Field Supervisors will be excluded from the bargaining unit.

These positions will substitute for Special Education Bus Aides who are absent from their assigned runs. They will primarily have supervisory duties as assigned by the administration.

3. The term "bargaining unit member" when used hereinafter in this Agreement shall refer solely to those bargaining unit members represented by the Association in the bargaining unit defined in A.1. above.

4. The term "Board" shall include its officers and agents, including the Superintendent and his designees.

#### B. Negotiations

The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the bargaining unit members covered under Paragraph A.1. above.

## ARTICLE III

### BOARD RIGHTS AND RESPONSIBILITIES

#### A. Board Rights

The Board, in 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 the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To execute management and administrative control of the school system and its properties and facilities and the activities of its bargaining unit members;
2. To hire all bargaining unit members, and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; to reduce the number of bargaining unit members employed; and to promote and transfer all such bargaining unit members;
3. To determine the hours of instruction, curriculum, and the duties, responsibilities, and assignments of bargaining unit members with respect thereto.

#### B. Terms of Agreement

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by and subject to the specific and express terms of this Agreement.

1. The Employer will honor (will not violate) all bargaining unit members' legal rights and privileges.
2. Changes in the Board policy will be disseminated in the current manner. Changes will be forwarded to the Association president and secretary.
3. Email will be used to inform Kent ISD staff of changes to Board policies. Staff will be directed to the bus stop intranet site ([www.kentisd.org/busstop](http://www.kentisd.org/busstop)) for new and updated policies.

## ARTICLE IV

### ASSOCIATION PRIVILEGES

#### A. Membership Rights

The Board agrees that it will not discriminate against any bargaining unit member with respect to hours, wages, terms or conditions of employment because of membership in the Association or participation in any activities of the Association.

#### B. Statutory Rights

The Association, on its own and its individual members' behalf, retains and reserves without limitations all powers, rights, authority, duties and responsibilities, if any, conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

#### C. Building Use

1. The Board agrees that the Association may use the District's building and utilities at any reasonable time with the prior approval of the Superintendent for the purpose of holding meetings of the Association or conducting Association business.
2. The Association may use the equipment (copying machines, typewriters, audio visual equipment, computers) within the buildings when such equipment is not otherwise in use, provided that the Board may request reimbursement for the cost of supplies used and any equipment damages due to negligence. The Association may also have the use of telephones for local calls.
3. Existing bulletin board space shall be made available to the Association to post notices of a non-political nature. The Association shall be allowed to distribute materials provided the building administrator is kept informed of the Association member(s) designated the responsibility for such distribution.

#### D. Information

The Board agrees to furnish to the Association, in response to reasonable requests, public information when available to the Board, in the form in which it is kept, concerning the financial resources of the District, tentative budgetary requirements and appropriations and such other public information in the possession of the Board as may assist the Association in developing accurate and constructive programs on behalf of the bargaining unit members covered under this Agreement or which may be necessary for the Association to process any grievance or complaint.

E. Recognition at Board Meetings

The Board agrees that a bargaining unit member, so designated by the Association, will be recognized at a regular Board Meeting so long as prior arrangements have been made with the Superintendent.

F. Union Member

The Parties recognize that being a dues paying member of the Association is voluntary. Those bargaining unit members electing to pay dues will do so directly to the Association.

G. Association Business/Leave

1. The Board agrees that it may be necessary for officers or agents of the Local Association to conduct Association business during working hours. This will be allowed subject to the following provisions:
  1. A maximum of seven (7) Association leave days will be allowed per school year for KIEA use with no deduction in pay.

An additional six (6) work days total may be requested by the bargaining unit members to attend the annual MEA Conference. Each member may request no more than two (2) days for conference attendance.

2. Prior authorization from the Administration must be obtained. Requests for Association leave will be submitted in writing five (5) workdays in advance through the immediate supervisor. All requests must be signed by the Association President and Associate Superintendent of Human Resources-Training. The request will state the date(s) to be absent, the person(s) requesting use of Association leave, the length of time the Association leave will require absence from the job.
3. Unused days are not cumulative and may not be used in another contract year.
4. No one individual will be absent from a classroom/student caseload assignment more than five (5) work days per school year while on Association leave.
5. Association days shall not be used during scheduled conference times, open house meetings, orientation/in-service days, or immediately before or after holiday and vacation periods.
6. Persons who are not bargaining unit members of the Board shall obtain prior approval of the Superintendent or his representative before conducting any Association business during the normal working hours of

the bargaining unit member. Such approval shall not be unreasonably withheld.

2. Released time for Association Meetings. The Association shall have the right to schedule two (2) membership meetings per year during the workday. All bargaining unit members scheduled to work at such time shall be released with pay for attendance at such meeting(s). Said meetings shall be no longer than 1 ½ hours at any one time, shall be scheduled at a time to minimize disruption, and shall be arranged at least five (5) days in advance.
3. No one individual will be absent from the classroom/student case load assignment more than five (5) work days per school year while on association leave.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Grievance Defined

1. For the purpose of this Agreement, a grievance is defined as any claim or complaint by a bargaining unit member or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement.
2. An “aggrieved bargaining unit member” is the bargaining unit member or bargaining unit members who is/are employed by the Board.
3. Any such grievance shall be processed as hereinafter provided.

#### B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved bargaining unit member from discussing his/her grievance informally with any member of the administration.
3. Administration will evidence good faith efforts at resolving said grievance; the aggrieved bargaining unit member will evidence good faith efforts in his/her pursuit of the grievance.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limits referred to in this procedure are maximums. Time limits may be extended only by the written agreement of the Board and the Association. All time limits are calendar days, excluding Saturdays, Sundays, scheduled Christmas and spring vacation periods, and legal holidays when the KISD Administration Office is closed.

#### D. Level 1 (Verbal/Field Supervisor)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became know, discuss the grievance, either alone or with an Association representative, with their Field Supervisor, specifically identifying the discussion as being a Level 1 grievance

matter. The minutes of this meeting shall be prepared and distributed to both parties by the immediate supervisor.

E. Level 2 –Written (Human Resources)

1. In the event the grievance is not resolved within ten (10) days of the level 1 discussion, the grievance may be reduced to writing using the Official Grievance Form, stating the facts giving rise to the grievance and identifying the provisions of this Agreement which have been violated, stating how it believes the Agreement had been violated, relief sought, signed by the aggrieved, and delivered to the grievant's Field Supervisor. The written grievance shall be delivered no later than 3:30 p.m. on the 16<sup>th</sup> day following the first occurrence of the facts giving rise to the grievance.
2. Within ten (10) work days of receiving the written grievance form, the aggrieved bargaining unit member and the Field Supervisor (together with the appropriate Director, if the Director is not the bargaining unit member's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

For bus aides, immediate supervisor will be considered the Field Supervisor. If the issue is with the Field Supervisor, all Level 2 meetings will be held with the Assistant Superintendent of Human Resources and Legal Services shall provide written response to the aggrieved within five (5) days of the grievance meeting.

3. The immediate supervisor shall provide a written response to the aggrieved within five (5) days of the grievance meeting.

F. Level 3 (Superintendent)

1. If the grievance is not resolved at Level 2, the aggrieved may, within five (5) days from the immediate supervisor's response or the date such response was due, or whichever is shorter, deliver the grievance to the office of the Superintendent.
2. The Superintendent or designee shall, within ten (10) days from the receipt of the grievance, meet with the aggrieved and, if requested by the aggrieved or the Association, an Association representative.
3. The Superintendent or designee shall provide a written response to the aggrieved and the Association within five (5) days from the Level 3 meeting.
4. Grievances claiming a violation of Association Rights may be filed at Level 3 by an Association representative. Such grievances shall be filed within the Level 1 time limits and shall be in writing the same as at Level 2.

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, the Association and the aggrieved may, within ten (10) days from the final decision of the Superintendent or the date such was due, whichever is shorter, submit the grievance to mediation. The resolution of such grievance shall be mediated by the parties through the interest-based dispute resolution process. Grievances that are not satisfactorily resolved through this process shall be submitted to Level 5, Arbitration, only after the interest-based resolution process has been fully exhausted.

H. Level 5 (Arbitration)

If the grievance is not resolved at Level 4, the Association and the aggrieved may, within ten (10) days from the final decision or the date such decision was due, whichever is shorter, submit the grievance to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. The dismissal of a probationary bargaining unit member shall not be arbitrable.

I. Power of the Arbitrator

The arbitrator shall have the power and authority as set forth herein to resolve such grievance.

1. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
2. Further, it is agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association under Article III or IV, respectively; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association.
3. The decision of the arbitrator shall be final and binding on both parties.

J. Fees and Expenses

1. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
2. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

K. Retroactivity

No decision in any case shall require a retroactive adjustment in any other case.

L. General Provisions

1. It is expressly understood that the grievance procedure shall not apply to any matter for which a statute or regulation provides a procedure for obtaining relief.
2. In the event a grievance is raised after May 1 of any school year, the Board, the Association, and the aggrieved shall use their best efforts to process the grievance before the end of the school year.
3. Any grievance not advanced to the next step by the aggrieved in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
4. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
5. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance. (Exception: Any error in individual contract compensation shall be limited to the current fiscal year.)
6. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the person receiving the documents. For timeline purposes, official delivery of grievance documents will be receipted by the Local Association President or Grievant for the Association, and by the Assistant Superintendent for Human Resources and Legal Services or Superintendent for the Board.
7. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
8. Settlement of grievances shall be in writing and signed by all parties. Those grievances settled at Level 1, Level 2, or Level 3 shall be without precedent unless also signed by the Superintendent and Association representative.
9. In the event more than one person is an aggrieved, only two such persons may be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.

M. Grievance Forms

Forms for filing and processing grievances shall be made available by the Board. This form will be entitled "Official Grievance Form."

N. Limitations of Arbitrator

The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary bargaining unit member
2. The termination of services or failure to re-employ any bargaining unit member to a position other than his basic position

O. Grievance Exclusions for Probationary Transportation Bargaining Unit Members (Regions I & II Special Education Bus Aides)

The following matters shall not be the basis of a grievance filed under the procedures outlined above, and shall not be subject to mediation or arbitration:

1. Discipline of a probationary Transportation bargaining unit member
2. Termination of services of a probationary Transportation bargaining unit member
3. The content of evaluation of a probationary Transportation bargaining unit member
4. Any claim, complaint or lawsuit for which there is another remedial procedure or forum established by law

## ARTICLE VI

### INDIVIDUAL BARGAINING UNIT MEMBER PRIVILEGES AND REPONSIBILITIES

#### A. Civil Rights

The hours, wages, terms and conditions of this contract will be applied without regard to race, creed, color, religion, national origin, age, sex, height, weight, marital status, physical characteristics, disability or any other legally protected characteristics.

#### B. Bargaining Unit Member Conduct

1. Bargaining unit members are required to comply with rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
2. Any alleged failure to comply will be reported promptly to the bargaining unit member and to the department supervisor involved.

#### C. Bargaining Unit Member Records

Upon appointment, bargaining unit members may have access to their personnel files to review any document prepared by the bargaining unit member, college transcripts, progress evaluation forms prepared by the principal or supervisor, and information which is not received as privileged, confidential or considered as such according to law. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

#### D. Complaints and Reprimands

1. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention at the earliest possible time if a permanent record is to be made of such complaint.
2. Bargaining unit members may request the presence of an Association Representative when being reprimanded subject to the following procedure:
  - a. Verbal Communication
    - i. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members. The bargaining unit member retains the right to Association representation. The Administration has the right to request

Association representation for the bargaining unit member, however the member has the right to refuse representation.

- ii. Such contacts, including commendation, praise, questioning, suggesting, directing, reminding and correcting, shall be termed casual and will not include the presence of an Association member.

b. Written Reprimands

- i. If any verbal communication is intended, by the administrator, to be a reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the bargaining unit member shall be given a reasonable opportunity to request the presence of an Association Representative.
- ii. No written reprimands shall be issued without preceding verbal communication regarding the incident, which will be the subject of the written reprimand.

c. Permanent Record

Before being placed into the bargaining unit member's permanent record, the bargaining unit member will be provided with a copy of the written reprimand, signed by the administrator issuing it, and the bargaining unit member may submit any written statement the bargaining unit member wishes, signed by the bargaining unit member, which the bargaining unit member wishes to include in the record.

d. Just Cause and Grievance

- i. No non-probationary bargaining unit member shall be disciplined without just cause. Discipline includes reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the bargaining unit member's personnel files, shall be subject to the grievance procedure herein set forth.

The Board agrees with the concept of progressive discipline, except in cases where there has been violations of the law or extreme violations of the rules and policies of the District; and will endeavor to follow the normal progression of oral warnings, written reprimands, suspensions with or without pay, and finally dismissal, if necessary.

- ii. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the grievance procedure set forth in Article V in this Agreement.

e. Right to Representation

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. The Association will make every attempt to provide a representative in a timely manner, particularly when circumstances require immediate action.

E. Health of Bargaining Unit Members

1. Each person prior to entering the employment of the Kent Intermediate School District shall have a physical examination and drug screen by a doctor of the Board's choice at Board expense.
2. Each bargaining unit member must maintain the necessary good physical and mental health to adequately provide the respective service.
3. Written evidence of such good physical and mental health may be requested by the Board from physicians of the Board's choosing, but the cost of any such examination to prove good health, will be paid by the Board.
4. The Board shall continue its practice of providing, at no cost to the bargaining unit member, the necessary protective equipment, clothing and devices for the safe pursuit of the bargaining unit member's assigned duties.

F. Bargaining Unit Member Evaluation

1. Each non-probationary bargaining unit member will be evaluated a minimum of once every two (2) years and may be evaluated more frequently if the need arises. The staff evaluation program shall aim at the early identification of specific areas in which the bargaining unit member needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each bargaining unit member shall be the responsibility of the immediate supervisor. The name of the evaluator shall be provided to each member in writing via a courier signed receipt letter by the fifteenth (15<sup>th</sup>) day of September. In the event the bargaining unit member has not received notification by the above date, the building principal shall be the evaluator.

2. All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for evaluation, shall be conducted openly and with the full knowledge and consent of the bargaining unit member at a mutually acceptable time.
3. Each bargaining unit member shall be given a copy of the evaluation form prior to any formal evaluation or observation. Bargaining unit members shall also receive a copy of the written evaluation at the time of the personal conference following the evaluation. In the event a bargaining unit member disagrees with any evaluation, the bargaining unit member may put his/her objections in writing and shall have them attached to the evaluation report for the personnel file.
4. If a bargaining unit member, after receiving suggestions for improvement and a reasonable degree of assistance to correct any deficiencies, fails to correct the deficiencies or perform his/her assignments in a satisfactory manner, then non-renewal or dismissal procedures may be invoked. However, if any deficiency previously noted in earlier evaluations fails to appear in subsequent evaluations, then the bargaining unit member shall consider sufficient improvement/correction was made.
5. The performance of probationary bargaining unit members shall be observed no less than two times during the probationary period with a written evaluation after each evaluation.
6. A bargaining unit member shall review and sign all evaluation materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement, and the bargaining unit member may submit any written statement in regard to such materials.
7. The content of any evaluation is not subject to arbitration.

G. Job Descriptions

New or significantly changed job descriptions will be developed with input from staff and reviewed within sixty (60) days of the start of the school year. The job descriptions will be distributed to all current bargaining unit members and new hires by the employer. The job descriptions will include at a minimum:

1. Job title and description
2. Minimum requirements
3. Specific statement of required tasks and responsibilities
4. Additional job related qualifications may be added to the job description as they directly pertain to the specific vocational area needs.

## ARTICLE VII

### SENIORITY, LAYOFF AND RECALL

#### A. Seniority

1. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit i.e. all classifications represented in the recognition clause of this Agreement minus any time spent on layoff or unpaid leave (except that time spent on military leave, career exploration or child care leave shall count toward years of service and shall not be deducted). Absence due to illness shall not constitute an unpaid leave within the meaning of this provision unless the bargaining unit member is formally placed on leave of absence.
2. In the event that more than one employee has the same hire date as a regular bus aide, his/her seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers from the last four digits of each employee's social security number. The employee will be placed in the seniority list with the highest social security being number one and the lowest social security number last for that hire date. All efforts will be made to not hire more than one sub/regular bus aide on the same day.
3. Seniority shall be lost for all purposes where employment is terminated for any reason;
  - a. a bargaining unit member does not return to employment within (5) days after an approved leave of absence expires;
  - b. a bargaining unit member has been on layoff for more than three (3) years.

#### B. Seniority Defined

1. "*Grandfathered Seniority*" is the length of service which the member accumulated in his/her respective Region I or II home district and was transferred to KISD in August of 2011. For purposes of this agreement, only those members involved in the initial selection and hired by Kent ISD in August 2011 have this type of seniority
2. "*KISD seniority*" is the length of service within the District (Kent ISD) as a member of the bargaining unit. The bargaining unit member's first working day at Kent Intermediate School District shall be their date of hire. When a bargaining unit member is hired as a bus aide seniority shall begin.

#### C. Seniority Lists

1. The Board shall maintain a list indicating seniority. This list shall be available to the Association by February 15<sup>th</sup> of the fiscal year.

2. Each support staff bargaining unit member shall have five (5) work days to request any appropriate correction in the seniority list should the bargaining unit member believe that information contained therein is inaccurate. The final decision as to accuracy of information contained on the seniority list shall be left to the Superintendent. If no request is made within five (5) days, this shall constitute a waiver of a bargaining unit member's right to make corrections until the next seniority list is published. A corrected seniority list will be emailed to each member within five (5) days.

D. Vacancies and Job Postings

A vacancy is defined as a new position/student assignment or an existing position/student assignment not belonging to a bus aide.

1. When a vacancy occurs in an existing position or if a new run is created, it will be posted and filled as follows
  - a. All Regions I & II Special Education bus aides in the bargaining unit;
  - b. Then applications will be taken from outside the bargaining unit.

E. Limiting Voluntary Transfers

All Region I & II Regular Special Education Bus Aides shall have the right to voluntarily transfer to a different posted job assignment no more than two (2) times (after initial run selection bid) per academic year.

An academic school year shall be defined, for example, as the start of the Fall Semester 2012 (first day of class) through the end of the Winter Semester (May/June) 2013.

F. Postings (Region I & II Bus Aides)

Vacancies will be emailed to the Association and open for a period of five (5) days. Any Bus Aides interested in the posting will submit written notification to the Dean Management Supervisor by the closing date of the posting.

Letters of interest will be divided according to eligibility to fill the vacancy, i.e. by district, then by total Regions I/II. The vacant position will be filled within three (3) days of the expiration of the posting. This shall be the process for runs that are 60 minutes or more in length.

G. Access to Regular Jobs for Region I & II Special Education Bus Aides

1. In filling vacancies, first preference will be given to bus aides with the most seniority, before outside hires.
2. Bus Aides will also be offered temporary vacancies due to bargaining unit members on leave (i.e., vacation, sick leave, FLMA, etc.) before outside temporaries.

H. Extra Work

Any extra work will be first offered to bus aides, based on seniority and qualifications, within the bargaining unit. Bus Aides will make their interest/availability known to their field supervisor and dispatch by completing the Extra Work Availability form. All changes in interest and availability will be honored the first Monday of the week following receipt of the availability form.

I. Layoff and Recall

1. **Reduction of Staff**

Reduction in the staff of the Kent Intermediate School District shall be based upon the principles of seniority, and qualifications, and shall be carried out within each department and/or section of the District.

Whenever it becomes necessary in the judgment of the School Board to reduce the number of support personnel (Article II.A.1. of this Agreement) on the staff of the Kent Intermediate School District because of insufficient funds, decreases in student enrollment, lack of work, changes in the educational and administrative programs of the District, or for other reasons, or to recall staff from layoff, the following procedures shall be followed in making such a reduction.

- a. The Assistant Superintendent for Human Resources and Legal Services will meet with the Association President to discuss the proposed layoff;
- b. The Assistant Superintendent for Human Resources and Legal Services and the Association President will attempt to reduce staff through attrition and/or voluntary layoff in the appropriate area(s);
- c. If reduction is still necessary, probationary bargaining unit members in the affected programs/areas shall be laid off in inverse order of seniority. Such bargaining unit members shall be given thirty (30) calendar days notice of layoff.
- d. If reduction is still necessary, non-probationary bargaining unit members in the affected programs/areas shall be laid off in inverse order of seniority.

Such bargaining unit members shall be given thirty (30) calendar days notice of layoff.

2. Bumping

Consolidation/Elimination/Reduction in hours

If the number of hours drops for at least twenty-two (22) consecutive work days to less than thirty (30) hours/week (full-time assignment) or less than twenty (20) hours/week (part-time assignment), then the bus aide has the option to bump a bus aide with less seniority to maintain his/her hours..

3. Recall

In the event the Board finds it necessary to recall staff from layoff, the following procedure will be used:

- a. Region I & II bus aides on layoff shall have the right of first recall on a Kent ISD District seniority basis to any bargaining unit vacant position for which they are properly qualified.
- b. The district will attempt to call the most recent telephone numbers listed for the staff member, will email, will fax to home, and will send one certified letter to the most current address listed for the staff member. If the phone number, email address, and fax numbers are not valid and the certified letter is returned as undeliverable, the staff member will be considered to have abandoned his/her employment and all recall rights.
- c. Probationary personnel may be reinstated, upon request, at the sole discretion of the Superintendent.
- d. Region I & II bus aide on layoff must accept any full-time position offered for which they are qualified within ten (10) calendar days after such offer has been mailed by certified mail to the last known address.
- e. Region I & II bus aide who fail to accept an offered full-time position within ten (10) calendar days after such offer has been mailed shall be considered to have forfeited their rights to recall with the Kent Intermediate School District and will be considered terminated.
- f. The Board will provide assistance to laid-off staff, seeking employment with constituent districts, through proper notification to the districts of the availability of the personnel on lay-off status.

## ARTICLE VIII

### GENERAL WORKING CONDITIONS FOR BARGAINING UNIT MEMBERS

#### A. Inclement Weather/Emergency Closing

When districts are closed due to inclement weather, students who reside in those closed districts will not be transported. Additionally, when a district that operates a Center or Regional Program closes, no students will be transported to that program.

Bus Aides will follow the following procedures in the various circumstances stated below:

##### *Situation #1 – District closed where run originates, other districts open*

If the district is closed where the run originates (where the bus aide reports and the bus is parked) but other districts who have students on that run remain open, and the Center/Regional Program continues to operate that day, the bus aide will be expected to report to work and assist the students from district(s) that remain open.

In this instance, the bus aide will be paid his/her regular daily rate for the usual number of hours normally worked.

##### *Situation #2 – District where run originates is open, other districts closed*

If one or more of the resident districts close that have students on a particular special education run, but the district is open where the bus is parked and where the bus aide reports, the bus aide will be expected to report to work and will receive their normal regular daily rate for the usual number of hours normally worked. If the secondary site is closed they will report to the third site. If the third site is closed, the bus aide will be considered off for the inclement weather.

##### *Situation #3 – Center program closed*

On days that a center program does not operate because of an emergency closing, students that attend those programs will not be transported.

In these situations, a bus aide will be paid his/her normal (average) daily riding hours and will not be expected to ride that day.

If there is any confusion or question as to whether a bus aide is to assist students, transport to a particular building, on any given day they are to communicate directly with the Transportation Field Supervisor and/or the Transportation Supervisor at the district where their run originates.

Kent Intermediate School District Regions I and II Special Education Bus Aides are expected to tune into local television and radio stations for updates regarding school closings. It should be noted that when the Kent ISD closes the Kent Career/Technical Center, the Kent Transition Center, or the Educational Service Center buildings that does not automatically impact special education runs from local districts. Each district, including districts operating center programs, will make individual decisions and bus aides need to listen very carefully to how that may or may not impact their special education run.

*Situation #4* - Region I & II Bus Aides shall be compensated for all appropriately performed work. All Bus Aides will be paid for two (2) hours if not notified by the employer prior to reporting to work and school has been canceled because of snow or inclement weather conditions, or if the student is not riding that day. This also applies when a Bus Aide reports to work and school is delayed because of snow or inclement weather conditions.

In an effort to maintain an adequate number of Bus Aides, the KIEA and the District have agreed to adjust the number of positions of bus aides.

## B. Inclement Weather/Emergency Closing Procedure

Special education students will not be transported under either of the following situations:

1. If the resident district (the district where the student lives) is closed due to inclement weather, the student will not be transported to their program that day; or
2. If the Center Program or Regional Program where the special education student attends is closed, the student will not be transported that day.

In all other circumstances the parent should plan that the driver will pick up the special education student at approximately the normal time, unless they receive a phone call from their special education driver.

## C. Travel, Working Time, and Absence

Each bargaining unit member must keep an accurate record of travel and working time, and report any absence to the office and to each school/worksites scheduled for services that day.

## D. Records & Reports

Each bargaining unit member is responsible for maintaining the proper files of services rendered and such permanent records as directed by the appropriate supervisor.

## E. Transportation

1. Each bargaining unit member must be responsible for adequate transportation for the performance of their duties.
2. In the event of emergency situations, a reasonable opportunity will be provided where a condition of car trouble exists.

## F. Equipment and Supplies

Each bargaining unit member shall be responsible for all education equipment and/or materials assigned to the bargaining unit member and shall use such equipment and/or materials in a responsible manner. Bargaining unit members shall not be responsible for equipment and/or materials broken, worn out, lost or stolen through no fault of the bargaining unit member, but may be required to submit appropriate reports covering any instances of such loss or damage.

## G. Staff Meetings

The Administration reserves the right to call an emergency staff meeting on short notice if circumstances warrant.

## H. Additional Time

Each bargaining unit member recognizes that additional work time during the day or in the evening may be necessary from time to time to improve or to further the efficiency of the educational program within the bargaining unit member's specialization. When necessary, as determined by the Administration, such time will be paid at the bargaining unit member's regular hourly rate, or overtime rate, whichever is appropriate.

## I. Testing, Licensing and Certification

Bus Aides-who were actively employed during the previous school year, but are unable to begin the current school year due to a qualifying medical reason, will be permitted to bid on runs for the current school year. The bus aide must have all required (certification) paperwork, absent medical clearance, submitted to the district prior to bidding.

The selected bid will belong to the bus aide until 90 calendar days after bidding is complete.

If the bus aide is unable to return to work with the necessary medical clearance within the required 90 day period, the run will be re-posted for all other bus aides to consider. The bus aides seniority will be frozen until such time that he/she is released to return to work, and a vacancy exists for said bus aide to bid upon. In the event that there is no available run when the bus aide is released to return to work, he or she will be listed as a call-in within the call-in rotation.

If the bus aide qualifies for benefits, the district will continue to pay health insurance coverage throughout the 90 calendar day period. All other contractual provisions will also apply during the 90 calendar day period.

Bus Aides, who were on medical leave for the previous school year and have exhausted all compulsory leave provisions, may not bid for a run unless medical clearance and other required certifications are received one-week prior to the bid meeting. If medical clearance is received, and later revoked before the bus aide begins work, the position will be reposted.

J. Annual Run Assignment/Selection

Runs will be reviewed annually and assignments will be adjusted if necessary to ensure that the bus aides with the most seniority within each home district will have the opportunity to drive the runs with the most hours. This assignment/selection will be scheduled at least one week prior to the start of the school year.

K. Field Trips

Generally, educational field trips for Regions I & II Special Education Center Program students will be provided by the district operating the Special Education program and sponsoring the field trip.

For Special Education programs where a special vehicle or special equipment is required, education field trips may be assigned to Regions I & II Transportation Unit members. In these situations, a bus aide may follow his/her student if s/he is available. If the regularly assigned bus aide is not available, then the runs will be filled by seniority, qualifications, and availability. Any field trip that comes up may be selected by a bus aide only if it does not interfere with his/her regular assigned run(s) (morning, noon, or take home runs).

Bus aides shall be paid for two (2) hours when reporting to assist the student, if the trip has been cancelled.

L. Summer Run Procedures

All bidding for summer runs will be done on the basis of "Seniority". All summer runs will be posted by Quadrant instead of by district. Runs will be bid according to Seniority. Therefore, a bus aide may bid on a run which originates from a neighboring school district. The employee who bids on such a run agrees to travel to whatever neighboring school district the bus run is assigned. The cost of traveling to the neighboring school district will be the total responsibility of the employee.

The summer run bid procedure will take place on the last Thursday in May. This will allow county school districts to provide Kent ISD with needed information on the student that will be attending summer school sessions.

If a student attends summer school, the regularly assigned bus aide may continue to assist that student.

1. Summer Subbing

- a. Bus aides wishing to be eligible to sub in the summer must sign up on the summer sub list.

- b. Bus aides who have given notice of retirement effective at the end of the current school year will be ineligible to bid on a summer run.
- c. If a bus aide bids on a summer run and subsequently learns that he or she will be medically unable to perform the run for three (3) weeks or more, the run will be reposted.
- d. If a bus aide must be absent for more than three (3) days but less than three (3) weeks, the run will be performed by a substitute bus aide. Such substitute opportunities will be offered to regular bus aides on a seniority, non rotational basis. If a bus aide is currently on an assignment of more than three days, the opportunity will be offered to the next senior bus aide.
- e. If a bus aide is gone for three days or less, the run will be performed by a substitute bus aide. Such subbing opportunities will be offered on a rotation basis, beginning with regular bus aides through the substitute bus aide list by order of seniority.

M. Bargaining Unit Member Protection/Assault

- 1. If a bargaining unit member, acting in the line of duty, is assaulted, the incident shall be immediately reported to the School Board or its representative. The School Board shall provide legal assistance to the bargaining unit member in connection with handling of the incident. Such assistance shall include the provision of legal counsel.
- 2. In case of an assault by a student or students on a bargaining unit member, while the bargaining unit member is acting in the line of duty and while the student is under the school's jurisdiction, causing damage to the bargaining unit member's clothing and/or glasses, the School Board shall make an equitable financial settlement for such loss with the bargaining unit member involved. Such damage shall be reported immediately to the building Administrator of the building in which such damage occurred.
- 3. In cases of an assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board. When Workers' Compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary. During the above period of such disability, said bargaining unit member shall be entitled to full applicable privileges included in this Agreement.

## ARTICLE IX

### COMPENSATION AND BENEFITS

#### A. Salary/Wages

The hourly wages, including longevity, of bargaining unit members covered by this Agreement are set forth in the salary schedules attached hereto (Appendix A). Bus Aides will for the 2021-22 year of this agreement transition to the new salary schedule, for the 2022-23 year of this agreement receive 1 step and an increase of 2.5% on schedule and for the 2023-24 year of this agreement receive 1 step and an increase of 2.0% on schedule with \$250.00 contributed to members 403B at the completion of each school year.

Bus aides will be paid their hourly wage for the time actually worked or when on approved paid leave. It is understood that the route times will vary from day-to-day because of traffic, weather, construction, student absences, changes in the routes, breakdowns, accidents, etc.

##### 1. Retirement Pay

- a. Following ten (10) years of service with Kent Intermediate School District, a bargaining unit member will receive, upon retirement, \$15.00 per day for unused sick leave up to 150 days. A day is defined as 8 hours.

#### B. Layover Time

It is understood and agreed layover time shall be paid only for waiting time between the regularly-scheduled runs. Special education layover time will be compensated if it is thirty (30) minutes or less. This will be paid at the regular rate. It will be the Transportation Supervisor's option to have the bus aide return to the base bus garage instead of paying for layover time.

#### C. Familiarizing Bus Aides With New Assignment/Parent Contact

1. Special education bus aides will be paid up to three (3) hours of pay to set up and familiarize themselves with the new students or changes to the assignment. Additional hours may be authorized by the Field Supervisor, if necessary. parents.

#### D. Salary Schedules

1. A bargaining unit member's hourly wages shall be determined by his placement on the attached salary schedule (See Appendix A).

E. Severance Pay

1. A bargaining unit member will receive, upon retirement, \$1,000.00 for fifteen (15) years of service, increasing by \$100.00 annually for each year, up to \$1,500.00
2. Following fifteen (15) years of service with Kent ISD, a bargaining unit member will receive, upon retirement, \$35.00 per day for unused sick and or PTO leave for up to 50 days; \$45.00 for 51 to 100 days; \$50.00 for 101 to 200 days.

F. Run Pay

1. *Standard Run Pay*

All bus aides will be paid for their normal work day if their student is absent without notifying transportation for up to two (2) consecutive days.

F. Summer Attendance

All bus aides who maintain perfect attendance while performing their summer duties will receive an additional PTO day that will be credited to their bank in September. Such day must be used during Christmas or Spring break.

H. Overtime

1. Overtime shall be paid at one and one-half (1.5) the regular hourly rate for all hours worked over forty (40) per week.
2. For calculation of overtime purposes, the work week will begin at 12:01 a.m. on Sunday and conclude seven (7) days later on Saturday at midnight.

I. Financial Gain

A bargaining unit member shall not sell, market, or otherwise offer for additional financial gain, professional services or commercial materials or products to teachers, bargaining unit members, pupils or parents in constituent school districts where the bargaining unit member provides services under employment with the Board.

J. Insurance

1. Medical Insurance

- a. Region I & II Bus Aides with regular scheduled runs (excludes extra runs and overtime) that total thirty (30) hours or more per week are eligible for single subscriber medical insurance and life insurance. The Board will pay the premium for health and surgical insurance for a twelve (12) month period for one of the following options for a single subscriber subject to the following statutory caps for medical benefits (inclusive of prescription) for single subscriber. CPI to begin on January 1 of each year.

b. It is understood that the District will not willfully or purposefully reduce employee hours whereby making the employee ineligible for insurance coverage.

1) All eligible Region I and II bus aides shall option of choosing either WMHIP Select 8 PPO Plan with the following riders: \$250/\$500 deductible, 100% after deductible, a co-payment of \$20.00 for doctor visits, and Rx \$10/\$40 drug card or WMHIP Versatile 3 PPO Plan with a \$250/\$500 deductible, 90%/70% after deductible and Rx \$10/\$40 prescription coverage or WMHIP H. S. A Flexible Blue Plan 2 with \$1300/\$2600 deductible, 100% after deductible and Rx \$10/40. It is further understood that the District will not willfully or purposefully reduce employee hours whereby making the employee ineligible for insurance coverage.

2. Flexible Spending Account

Transportation Unit (applies to the Region I & II Bus Aides only) members will have the availability of a Flexible Spending Account.

3. Options:

Region I & II Bus Aides with regular scheduled runs (excludes extra runs and overtime) that total thirty (30) hours or more may choose one (1) of the following Flexible Benefit Program Options:

a. WMHIP Select 8 PPO  
\$250/\$500 deductible  
Single Subscriber Medical

b. WMHIP Versatile 3 PPO  
\$250/\$500 deductible  
Single Subscriber Medical

c. WMHIP H. S. A Flexible Blue Plan 2  
\$1300/\$2600 deductible  
Single Subscriber Medical

d. In lieu of medical insurance, a Transportation Unit member may elect the following option:  
1) For Transportation Unit members working thirty (30) or more hours per week, 75% of the Single Subscriber cap per calendar year will be available to the bargaining unit member in lieu of taking the medical insurance.

2) If a Region I & II Bus Aides chooses the No Medical option listed above, it will be necessary to show proof of insurance coverage from another source for the coverage not taken.

e. All eligible Region I and II drivers shall have the option of choosing Set-Seg Vision or Dental coverage for the full premium cost.

4. Bargaining Unit Members Working 26 or More Hours per Week

Members working twenty six (26) or more hours per week, will be eligible for \$1000 cash in lieu of medical insurance. Eligibility will be determined no later than the first pay period in November. The payment shall be made no later than the first pay in December.

5. Open Enrollment

Changes in insurance plans (all options) can only be made during the open enrollment period (month of December) except in the case of a qualifying event as allowed by the underwriter.

K. Assigned Hours: Insurance Benefits

Benefit levels will be determined based on the initial run selection held on the second (2nd) Thursday of August. It is understood that from August through October, bus schedules/routes are fluid and subject to change. On or about November 1<sup>st</sup> of each year, work schedules will be determined. At this time, the bus aide's benefits will be reviewed and a determination will be made as to their benefit level.

Changes to work schedules during the second semester of the school year will be reviewed on or about February 1<sup>st</sup> to determine the need for changes in benefits. Time records for the two (2) weeks prior to November 1<sup>st</sup> and February 1<sup>st</sup> will be assessed to determine the average number of hours per day that will apply for the remainder of the semester.

Every effort will be made to keep the bus aide at the minimum number of hours necessary to maintain the level of benefits that was established on November 1<sup>st</sup> and February 1<sup>st</sup>, provided there is work available.

M. Wellness Incentive

1. A \$250.00 wellness incentive will be paid for the completion of three (3) wellness goals. Payments will be made on the final pay in June. Some examples may include having a yearly physical, doctor recommended health

screening, maintaining a membership to a gym or health club, working in an organized fitness/athletic/weight control or nutrition club or organization, completion of smoking cessation programs or other agreed upon fitness or health tracking measures with prior approval from Human Resources or a documented wellness fitness management session with a financial advisor.

All goal options will be approved by the KIEA President or designee in agreement with the Administration; working together with the goal of providing a healthy workforce to Kent ISD.

All completed goals concerning health will fall under the same privacy guidelines as HIPPA.

#### N. Payroll Deduction

1. The District shall make arrangements for approved systematic payroll deductions for insurances, annuities, mutual funds, Lake Michigan Credit Union, et cetera, if these deductions are authorized by the bargaining unit member.
2. The Board may limit the number of such deductions to no more than eight (8) (excluding deductions required by law).

## ARTICLE X

### LEAVE PROVISIONS

#### A. Paid Leave Provisions

1. Bargaining unit members will receive seven (7) paid sick leave days and two (2) personal days per school year. If the personal day is unused at the end of the school year, such day shall be rolled into the member's sick day bank.
3. Bargaining unit members who maintain perfect attendance while performing their summer run will receive one (1) PTO day that will be credited to their bank in September. Such day must be used during Christmas break, Spring Break or on one of the furloughed holidays.
4. The Family Medical Leave Act (FMLA) is effective with regard to terms of the Master Agreement between Kent Intermediate School District and KCEA/KIEA.

It is understood by the parties to the agreement that it is the intent of Kent Intermediate School District that the provisions of the FMLA be followed and adhered to with regard to those parties covered by the Master Agreement.

Days that can be counted toward those provided under FMLA will be deducted from that liability.

#### B. Paid Sickness Leave

1. Absence on "sick leave" shall be allowed for either personal illness or immediate family illness. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, of the bargaining unit member. Such sick leave days shall be limited to five (5) days to incident.
2. If there is probable cause to suspect the misuse of sick absence, a bargaining unit member, upon the request of the Superintendent, shall promptly substantiate such sick absence by a written physician's statement or by such other evidence as the Superintendent may require.

C. Paid Holidays

Bargaining unit members shall receive six (6) floating holidays to be taken on non-scheduled student days.

*\*Bargaining unit members shall receive the day after Thanksgiving as a paid Holiday in lieu of submitting for additional compensation to complete the required annual Safe Schools training. Members will be required to complete the training on their own time prior to November 1.*

D. Bereavement

Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces, and nephews of the bargaining unit members. Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive.

Any absence for other than immediate family requires approval from the Superintendent, which will be limited to five (5) working days per year.

E. Pro-ration

The benefits provided in this Article (excluding automobile travel costs) shall be prorated in the case of part-time bargaining unit members.

F. Military Leave

Bargaining unit members who are inducted into the Armed Forces of the United States, or who join the Armed Forces, in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required.

Upon an honorable discharge, the bargaining unit member shall be reinstated with full credit on the salary schedule for time in service.

G. Reserve Training

A bargaining unit member may request leave to participate in *Armed Services Reserve* training programs and such leave shall be granted upon proper documentation by his/her commanding officer.

He/she shall be paid by the District the difference between the amounts received for the training and his/her full salary.

## H. Jury Duty/Court Appearance

1. Should a staff member be called for jury duty, she/he shall provide a copy of the subpoena to the immediate supervisor.

Staff members who serve during their normal work schedule will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within fifteen (15) days of return from jury duty.

While on jury duty, a staff member is required to report daily their schedule for the following day and must report to work when his/her presence is not required at court.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

Staff members must submit to their supervisor a record from the courts of the number of days served.

2. A staff member will be excused with pay for the time necessary for appearances in legal (court) proceedings connected with the staff member's employment with the school district, provided that the staff member is subpoenaed to appear by the Board, the Administration or someone acting on their behalf.

## I. Worker's Compensation

Disabilities Compensable Under Worker's Comp Act: In the event a bargaining unit member suffers a disability arising out of or in the course of his/her employment, the Employer shall assist the bargaining unit member in securing Worker's Compensation Benefits. All other rights and benefits of the labor agreement shall continue and accrue as if the bargaining unit member was actively employed.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

A. Medical Leave

1. Any support personnel who is unable to perform their duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received under Paragraph A., Article X, above shall be granted a medical leave of absence without pay for the duration of such illness or disability, for six months provided that this period may be extended at the sole discretion of the Board up to the number of years of service of such bargaining unit member in the District.
2. Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

B. Other Leaves Without Pay

1. A leave of absence without pay and without credit on the salary schedule may be granted at the Board's discretion subject to the conditions outlined in Section C. 3. of this Article.
2. A child care leave of absence without pay to care for children, not to exceed three (3) months duration, shall be granted to bargaining unit members under the following terms:
  - a. A written request for leave must be submitted as much in advance of the beginning of such leave as possible; and
  - b. If the period of unpaid absence does not exceed three (3) months, then the bargaining unit member shall be reinstated to the bargaining unit member's former position upon return from the leave providing that the position is still being offered by the services of KISD.
  - c. A three month extension of this leave may be granted by the request of the bargaining unit member and the approval of the Kent ISD Board.
3. Days that can be counted toward those provided under FMLA will be deducted from that liability.

C. Return from Leave

1. A bargaining unit member returning from leave under the terms of Paragraph A., of this Article XI, within one (1) year or less from the date when leave began shall be reinstated to the same position. A bargaining unit member whose leave extends beyond one (1) calendar year but less than three (3) years shall have the same reinstatement rights as provided under Paragraph C.2. below, of this Article.
2. A bargaining unit member is on leave under the terms of Paragraph C.1. of this Article XI, shall be reinstated to the first available vacancy for which he/she is certified and qualified and providing that the bargaining unit member has submitted written notice of intent to return to the Assistant Superintendent for Human Resources/Legal Services. If no vacancy exists, the bargaining unit member shall be placed on an extended leave or until the first vacancy arises, whichever comes first, for which the bargaining unit member is qualified.
3. A bargaining unit member returning from such leave shall receive credit for purposes of advancement on the salary schedule only for each school year during which the bargaining unit member was actively employed for one (1) day more than half a year, based on the number of student days.
4. A bargaining unit member who does not return at the end of the leave period shall be considered to have voluntarily resigned. Human Resources will send a certified letter to the staff member at the conclusion of the leave. Failure to request an extension within seven (7) working days of receipt of the letter will result in the termination of employment.
5. A bargaining unit member having less than two (2) years of continuous service may be reinstated, provided there is a position available.

C. Unpaid Vacation Days

Bus aides will be allowed to take up to five (5) unpaid days during the summer. Days must be taken consecutively.

E. Fringe Benefit Continuation

The insurance premiums provided under the terms of Article IX, Paragraph I. above shall be paid for support personnel on leave under this Article XI as follows:

1. For any leave under Paragraph A., monthly premiums shall be paid for six months from the date of unpaid leave.

2. For any leave under Paragraph B., the Board will pay a pro-rata share of the annual insurance premium cost, based on the percentage of the student days actually worked by the bargaining unit member during that school year.
3. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA.

F. Family Medical Leave Act (FMLA)

The employer shall grant unpaid leave of up to twelve (12) weeks for only those bargaining unit members eligible under the law (currently defined as bargaining unit members who have been employed at least twelve (12) months immediately prior to the Leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the Leave), for the following reasons:

1. the serious health condition of the bargaining unit member; or
2. the serious health condition of the bargaining unit member's spouse, parent or child; or
3. the birth of a child; or
4. the placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the bargaining unit member serves in loco parents; a child over 18 who is incapable of self care because of physical or mental disability; or biological, adopted or foster child.

Upon return from the Leave, the bargaining unit member shall be returned to the position held immediately before the Leave began or to a position equivalent in pay, benefits, hours and other terms and conditions of employment.

The bargaining unit member shall have the option of first using accrued paid accumulated leave during the Leave. The remainder of any leave time will be unpaid.

Medical, dental and vision benefits will be continued during the Leave under the same conditions and at the same level as if the bargaining unit member were still at work. A bargaining unit member who does not return to work at the end of the FMLA Leave will be expected to reimburse the School Board for the medical, dental and vision premiums or expenses, whichever is applicable to the bargaining unit member.

Seniority shall continue to accrue during the FMLA Leave.

The bargaining unit member shall have the right to take the Leave on a reduced or intermittent schedule.

Whenever practicable, the bargaining unit member will provide the School Board at least thirty (30) calendar day's written notice of the request for the Leave. In non-emergency situations, the bargaining unit member shall complete the forms for a FMLA Leave prior to taking the Leave.

## ARTICLE XII

### SUPPORT STAFF ADVISORY COUNCIL

#### A. Purpose

Representatives of the Administration and the Association may meet at the request of either party for the purpose of discussing matters of concern to either the Administration or the Association.

Matters of concern brought before this council shall not have circumvented the appropriate discussions through the supervisory levels for resolution of issues.

#### B. Membership

1. The Council shall consist of the Superintendent and two (2) other representatives selected by the Administration and the President of the Association and three (3) other members of the Association, with at least one (1) from the Regions I & II Transportation Unit.
2. The Council shall select a Chairperson and a Secretary.

#### C. Meetings

Meetings shall be held at a mutually satisfactory time and place.

#### D. Agenda

1. Either party should submit to the Chairperson any proposed item for discussion at least one (1) week in advance of the Council meeting.
2. Items for discussion ordinarily should involve matters of general interest and concern, and may include such subjects as summer or other supplementary work opportunities and working conditions in constituent school districts.

#### E. Proposals

1. The Council may develop and prepare program proposals and recommendations.
2. Where there is mutual agreement of the parties, any such proposals or recommendations may be submitted for consideration to the Board and to the Association

#### F. Limitations

It is understood that the Council is not intended as a vehicle for collective bargaining or as a substitute for the grievance procedure.

## ARTICLE XIII

### SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to the Association, the Board or a member of the Board, shall be found 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.

If such illegality is discovered, good faith negotiation between the Association and the Board are agreed to. If such negotiations do not lead to resolution within thirty (30) days, binding interest arbitration, as outlined in Article V in this Agreement, may be employed and may be initiated by either party.

## ARTICLE XIV

### CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year. Since a grievance procedure has been established to handle unresolved disputes, the parties agree that neither the Association nor its members nor any person acting on behalf of the Association will cause, authorize, support or take part in any strike (i.e., concerted failure to report for duty, or willful absence of a support staff from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the support staffer's duties of employment) to occur during the life of this Agreement.

ARTICLE XV

DURATION OF AGREEMENT

A. Duration

This contract shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2024.

B. Extension

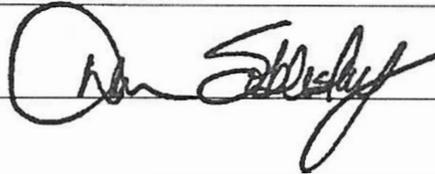
This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

KENT INTERMEDIATE SCHOOL BOARD



Coni Taylor, Assistant Superintendent – Human Resources & Legal Services

KENT INTERMEDIATE EDUCATION ASSOCIATION/KCEA/MEA



SALARY SCHEDULEREGION I & II SPECIAL EDUCATION BUS AIDES

Bus Aide Wage Schedule - 2021-22				
New Aides				
New Wage Schedule				
	STEP	HOURLY RATE	LONGEVITY	TOTAL WAGE
	1	\$12.30		\$12.30
	2	\$12.82		\$12.82
	3	\$13.35		\$13.35
	4	\$13.89		\$13.89
	5	\$14.41		\$14.41
	6	\$14.96		\$14.96
	7	\$15.49		\$15.49
	8	\$16.02		\$16.02
	9	\$16.02		\$16.02
	10	\$16.02	\$0.44	\$16.46
	11	\$16.02	\$0.44	\$16.46
	12	\$16.02	\$0.44	\$16.46
	13	\$16.02	\$0.44	\$16.46
	14	\$16.02	\$0.44	\$16.46
	15	\$16.02	\$0.59	\$16.61
	16	\$16.02	\$0.59	\$16.61
	17	\$16.02	\$0.59	\$16.61
	18	\$16.02	\$0.69	\$16.71

## Bus Aide Wage Schedule - 2022-23

New Aides

New Wage Schedule

	<b>STEP</b>	<b>HOURLY RATE</b>	<b>LONGEVITY</b>	<b>TOTAL WAGE</b>
	1	\$12.60		\$12.60
	2	\$13.14		\$13.14
	3	\$13.68		\$13.68
	4	\$14.23		\$14.23
	5	\$14.77		\$14.77
	6	\$15.33		\$15.33
	7	\$15.87		\$15.87
	8	\$16.42		\$16.42
	9	\$16.42		\$16.42
	10	\$16.42	\$0.49	\$16.91
	11	\$16.42	\$0.49	\$16.91
	12	\$16.42	\$0.49	\$16.91
	13	\$16.42	\$0.49	\$16.91
	14	\$16.42	\$0.49	\$16.91
	15	\$16.42	\$0.64	\$17.06
	16	\$16.42	\$0.64	\$17.06
	17	\$16.42	\$0.64	\$17.06
	18	\$16.42	\$0.74	\$17.16

## Bus Aide Wage Schedule - 2023-24

New Aides

New Wage Schedule

	<b>STEP</b>	<b>HOURLY RATE</b>	<b>LONGEVITY</b>	<b>TOTAL WAGE</b>
	1	\$12.86		\$12.86
	2	\$13.40		\$13.40
	3	\$13.95		\$13.95
	4	\$14.52		\$14.52
	5	\$15.06		\$15.06
	6	\$15.64		\$15.64
	7	\$16.19		\$16.19
	8	\$16.75		\$16.75
	9	\$16.75		\$16.75
	10	\$16.75	\$0.54	\$17.29
	11	\$16.75	\$0.54	\$17.29
	12	\$16.75	\$0.54	\$17.29
	13	\$16.75	\$0.54	\$17.29
	14	\$16.75	\$0.54	\$17.29
	15	\$16.75	\$0.69	\$17.44
	16	\$16.75	\$0.69	\$17.44
	17	\$16.75	\$0.69	\$17.44
	18	\$16.75	\$0.79	\$17.54

FREEDOM OF INFORMATION ACT (FOIA)

1. Upon appointment bargaining unit members shall have access to their personnel files. This file shall be the official file maintained with respect to each bargaining unit member.
2. The personnel file shall consist of (but not by way of limitation) the following: Application for Employment; letters of reference (other than those which are exempt from disclosure under law); bargaining unit member performance evaluations; letters of recommendation, praise or thanks; disciplinary materials; and letter of resignation.
3. The District agrees to notify the bargaining unit member by either telephone or fax when the District receives a request for all or part of that bargaining unit member's personnel file under the Freedom of Information Act (FOIA). The bargaining unit member will be provided an opportunity to review the contents before the release of the file. The bargaining unit member may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki state law, any of the following information will be automatically redacted from any materials prior to the release of the file:
  - A. Race
  - B. Unlisted telephone number(s)
  - C. Personal insurance information
  - D. Social Security Number(s)
  - E. Bank account information
  - F. Credit union information
  - G. Medical and/or psychological records, facts or evaluations if an individual's identity would be revealed.
  - H. Documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki.
  - I. Documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was/were filed or the allegations were found to be unsubstantiated.
  - J. Documents relating to closed Tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to the final disposition on the charges.
  - K. Any disciplinary information more than four (4) years old, unless the disclosure is required by law.
  - L. Any references to the Bargaining unit member's political or other associations or affiliations, as required under Bullard-Plawecki.

- M. Student records or references to specific students as required by FERPA.
  - N. Evidence concerning authorization to work in the United States
  - O. Employer references, as required under Bullard-Plawecki.
  - P. Educational transcripts.
  - Q. Criminal history checks, including fingerprints.
  - R. Documents pertaining to current litigation involving the requesting party.
  - S. Privileged attorney communications, opinions and work products.
4. Furthermore, the employer agrees that any written documentation pertaining to discipline (including warnings, reprimand, suspension or discharge) will be entered into the bargaining unit member's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect.
5. The parties recognize that this agreement is based on their best mutual understanding of current law in the area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require.

LETTER OF AGREEMENT  
BETWEEN  
THE KENT INTERMEDIATE SCHOOL DISTRICT  
AND  
THE KENT INTERMEDIATE EDUCATION ASSOCIATION EDUCATIONAL  
SUPPORT PERSONNEL/MEA/NEA

RE: PERFORMANCE APRAISAL

The parties agree to further discussion regarding a detailed plan including the administration and integration of the Performance Appraisal System with the current Support Staff Evaluation.

This mutually agreed upon system will be developed by the Professional Advisory Council per Article XII of the Master Agreement.

Scan and add signatures

## GLOSSARY

- A. The term “qualified” as referred to for placement in a position shall be defined as “a person is qualified if he/she has 2000 hours of recent and relevant work experience, or an Associate Degree.”
- A. The term “seniority” as hereinafter used, shall be defined as the length of continuous service in the employ of Kent Intermediate School District since the most recent date of hire in a bargaining unit support staff position.
- C. Good Standing: A member that has not received a Level B or higher written reprimand in the past two (2) years.
- D. Frozen – Shall not accumulate
- E. Qualified – See page 37 (Testing, Licensing and Certification) of contract.

Cooperation to Achieve Efficiency

In order to achieve maximum efficiency, in some isolated, non-precedent setting cases, the Association and the Board agree that there are times that Regions I & II Special Education students may be assisted by bus aides not in the Kent ISD Region I & II bargaining unit.

Additionally in some isolated, non-precedent setting cases, Regions I & II bus aides will be assigned to assist students who reside in districts outside of Regions I & II.

Contract Review Committee

The purpose of the Kent Intermediate School District and the Association in entering into this labor agreement is to set forth their understanding on rates of pay, hours of work and other conditions of employment for Region I & II Special Education Bus Aides. Additionally, the Association and the Board encourage and will endeavor to foster the highest possible degree of friendly, cooperative relationships between their representatives at all levels and between all employees. The parties acknowledge that is desirable to resolve problems through discussion and collaboration. In pursuit of this objective, the Association and the Board agree to meet as frequently as necessary to discuss problems and issues of mutual concern but in no case less than quarterly.

LETTER OF AGREEMENT  
BETWEEN THE  
KENT INTERMEDIATE EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PERSONNEL (KIEA-ESP)  
AND THE  
KENT INTERMEDIATE SCHOOL DISTRICT

The parties recognize that legislation may affect certification, education, and training requirement for educational personnel and agree to the following:

Should the provisions of the No Child Left Behind (NCLB) be amended, or similar legislation be enacted such that the provisions affect the parties to this contract, parties agree to engage in good-faith bargaining, limited only to these issues, with the goal of reaching agreement which will not adversely affect either party.

Scan and add signatures