AGREEMENT BETWEEN THE

BOARD OF EDUCATION
OF THE
KENTWOOD PUBLIC SCHOOLS

AND THE

KENTWOOD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION / KCEA / MEA / NEA

JULY 1, 2026 – JUNE 30, 2029

MASTER AGREEMENT
KENTWOOD PUBLIC SCHOOLS

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KENTWOOD PUBLIC SCHOOLS

5820 Eastern Avenue, S.E.
Kentwood, Michigan 49508

KENTWOOD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION AGREEMENT

This Agreement is made and entered into by and between the Kentwood Board of Education (hereinafter called the "Board") and the Kentwood Educational Support Personnel Association/KCEA/MEA/NEA (hereinafter called the "Association"), represented by the Kent County Education Association as the bargaining agent for K.E.S.P.A.

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the operational and economic relationship between the Board and the employees represented by the Association and shall set forth herein rates of pay, wages, hours of employment, and other conditions of employment to be observed by the Board and the Association.

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Board and the Association. Both parties recognize and will encourage efficiency, economy, and productivity in respective assignments and execution of duties.

"Throughout the contract the term "employee" is synonymous with "bargaining unit member."

ARTICLE I

EMPLOYEE AND ASSOCIATION RIGHTS

A. Recognition of Bargaining Unit

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the Board's non-supervisory employees (hereinafter called "employee") in the departments and positions as described below as "Included in the Unit."

Included in the Unit

The Association shall include:
All full-time and part-time child nutrition employees, bus drivers; all classifications of paraprofessionals including Adult/Alternative Education, custodial, maintenance and mechanic personnel, including shuttle/warehouse.

Excluded from the Unit

Excluded from the bargaining unit are:

1. Substitute personnel
2. Office and clerical employees
3. Administrative personnel
4. Teachers
5. Interventionists
6. Auditorium technician
7. Students and other temporary or seasonal employees performing work in any classification
8. All other employees of the Board.

The Board agrees not to negotiate with any other organization other than the Association with respect to the positions "Included in the Unit."

In the event a new position is created during the term of this agreement, the Board agrees to meet upon request of the Association to discuss the inclusion of the position within the unit. If the parties mutually agree to include the position, any necessary adjustments in the provisions of the agreement or new provisions will be subject to negotiations. If the parties do not mutually agree that the position should be included, the issue may be referred to the procedures provided under the Public Employment Relations Act.

The Board will provide the Association with notice regarding new positions which fall within category 8 of those employees defined as excluded above. In addition the Board will provide the Association president with a copy of the monthly employment report.

The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to employees' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

B. Resolution of Disputes

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that an Association representative has been given an opportunity to be present.

The grievance chair or the K.C.E.A. staff person will be notified of the meeting place, date, and time. Absent such notice, the Association reserves the right to reject the settlement.

C. Use of Board Facilities

The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged via the Board's facility reservation process. The Administration retains the right of room assignment. Bulletin boards shall be made available to the Association for posting or placement of materials relating to official business of the Association. These materials must be signed by a designated Association official. (A copy of items to be posted will be shown to and initialed by the building Administrator or department Supervisor prior to posting.)

The Association and its members shall have the right to use the District inter-office shuttle mail service for official Association business. This approval is for delivering envelopes only (no packages) between Kentwood School buildings. This accommodation will be available only on days that the shuttle is scheduled by the Administration.

D. Information

The Board agrees to furnish to the Association upon request to the Superintendent of Schools, copies of those school documents it is required by law to make available to the public under the provisions of the Freedom of Information Act.

The Board agrees to furnish the Association, in response to reasonable requests, specific information needed for negotiations or for grievance resolution. This information will be in the form such information is maintained by the Board.

The building administrator or supervisor will evaluate all support staff personnel prior to June 1 of each year. If there is a significant problem, an evaluation shall be done when the problem is evident. The employee will receive a copy of the completed performance review and will sign the form to indicate that he/she has seen it. An employee may submit additional comments to this evaluation.

E. Right to Representation

An employee is entitled to request the presence of a representative of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, the Administration shall take no action with respect to the employee until such representative is present. The employee will have up to 24 hours to arrange for a representative. It is understood that the member can select from their choice of classification representatives, KESPA Unit President, or the KCEA staff person.

An Association representative will respond if requested while they are on school district time.

The Association agrees that the Board shall also have the right to request the presence of an Association representative at any meeting with an employee when it appears disciplinary action is likely. An Association representative can be the KESPA grievance chairperson, vice president, president, or the staff person from the Kent County Education Association.

F. Discipline

No employee who has successfully completed the probationary period shall be disciplined without just cause. Discipline includes warnings, reprimands, suspensions, reductions in pay and discharge. Any such discipline, which is to be made a permanent part of the employee's personnel file, shall be subject to the grievance procedure herein set forth. Upon request, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing if the disciplinary action is documented in the employee's file.

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 verbal warnings, written reprimands, suspensions with or without pay, and finally, dismissal, if necessary.

G. Personnel Files

The official personnel files are kept in the Human Resources Office at the Administration Building. Immediate Supervisors may keep “anecdotal” files on each employee at their respective worksites. Information in such files necessary to be included in the personnel file shall be forwarded to the Human Resources office no later than sixty (60) days after the end of each semester. Each employee shall have

the right upon request to the Executive Director for Human Resources, to review the contents of his/her personnel file excluding initial references. An Association representative may be in attendance. Reprimands may be removed from the employee's file at the request of the employee after two (2) years if there has been no reoccurrence of the problem and the Executive Director for Human Resources determines it appropriate to have the reprimand removed. If a reprimand is found to be unsubstantiated by the District, it will be removed within 30 days of the finding. A bargaining unit member may submit a written explanation or rebuttal regarding any evaluation or derogatory material which shall be attached to the file copy of the material in question. All material placed in personnel files shall be signed by the bargaining unit member, excluding routine and business materials. The employee's signature indicates that they have reviewed the material; however, this in no way indicates agreement with the contents. The employee will be given a copy of anything he/she is asked to sign. Employees who fail to sign materials which they have reviewed, after having been directed to do so, may be subject to discipline.

H. Association Leave/Activities

No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission of the Superintendent or designee. Unless this permission has been granted, any employee who is absent from assigned duties for the purpose of Association business shall have a prorated deduction of the hourly wage for each hour or part thereof of the employee's absence and shall be subject to disciplinary action.

1. Association leave - employee paid

There will be authorized up to one hundred (100) hours per contract year for Association business leave. Employees approved for this leave will be paid their regular hourly rate and the Association will be invoiced at the rate of current substitute rate per hour for each hour the employee was absent. The Association will be invoiced whether or not a substitute is hired.

2. Association leave - employee not paid

There will be authorized up to a maximum of fifty (50) hours per contract year for unpaid Association leave. Employees approved for this leave will not be paid by the Board, however, their Board paid fringe benefits will continue.

A written request for Association leave shall be completed at least five (5) work days in advance. In an emergency, the notice requirements may be waived by the Superintendent or designee. A "Change-of Status" form will be completed and will include the date, time, etc. the employee is requesting off and whether this request is for the "paid" or "unpaid" Association leave. Additionally, the Association President will sign the form indicating that the request is an authorized use of the limited Association leave. All requests are to be submitted for approval to the Executive Director for Human Resources and must include the signature of the immediate supervisor.

The following conditions are applicable to Association leave requests:

1. An Association representative present for the purposes of conducting Association business will first report to the Principal's/Director's office to make their presence known.

2. Association leave shall not be used immediately before or after holiday and vacation periods except with the approval of the immediate supervisor.

3. Association leave is contingent upon obtaining a substitute, if one is needed as determined by the Administration.

I. Change-of-Status (Electronic and/or Paper)

All change-of-status forms will be completed and returned to the person requesting/filling out form in seven days electronically. The decision of the immediate supervisor will be communicated in writing to the employee within two (2) (work) days.

ARTICLE 2

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Save Harmless Clause

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from intentional wrongdoing by the Board or its agents.

2. Association has the right to compromise or settle any claim made against the Board under this section.

3. The Association has the right to choose the legal counsel to represent the Association and the Board in defense of any suit or action.

4. The Association has the right to compromise or settle any claim made against the Board under this section.

ARTICLE 3

BOARD RIGHTS

The Board of Education on its own behalf, and on behalf of the electors of the school 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 the executive management and administrative control of the school system and its employees, properties, and facilities.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

3. To discipline an employee or group of employees for willful violation of this Agreement.

4. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” shall be defined as a complaint of an alleged violation or misapplication of specific provisions of the Master Agreement.

2. An “aggrieved employee” is the employee (or employees) who is (are) directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, when one or more employees are or may be affected, the Association may file a grievance on their behalf. Association grievances may commence, in writing, at Step Three (3).

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Grievance Steps

STEP 1 (Discussion)

a. A bargaining unit member with a grievance shall discuss it with the immediate supervisor, individually or together with the Association representative, within ten (10) work days of said alleged violation.

STEP 2 (Written - to Immediate Supervisor)

a. A bargaining unit member having a complaint of alleged violation shall file a Grievance Complaint form (see Appendix) at Step 2 with the immediate supervisor within ten (10) work days of the conference provided for in Step 1.

b. The administrator with whom the written "Grievance Complaint" form has been filed shall respond within ten (10) work days. This response shall be in writing.

c. The written grievance as contemplated by this paragraph shall:

(1) Be specific and contain a statement of the facts upon which the grievance is based.

(2) An "aggrieved employee" is the employee (or employees) who is (are) directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, when one or more employees are or may be affected, state the specific articles and sections of the Master Agreement, which have been allegedly misapplied or violated.

(3) State the relief requested.

(4) Be signed by the employee(s) involved and the grievance chairperson. Association grievances shall be signed by the KESPA President or his/her designee.

STEP 3 (Written - to Superintendent or Designee)

If the Step 2 response is not satisfactory, the Association may, not later than ten (10) work days after receiving the Step 2 response, transmit the grievance to the Step 3 level.

The Superintendent or designee will meet with the grievant and the Association representatives in an attempt to resolve the grievance. This meeting will take place within ten (10) work days of receipt of the Step 3 notice. The Superintendent/designee will make a disposition in writing within five (5) work days of the meeting.

STEP 4 (Arbitration)

a. If satisfactory disposition of the grievance is not made at Step 3, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. (Step 4 requires Association approval.)

b. Such appeal shall be taken within twenty (20) work days from the date of receipt of the formal response from the Superintendent or his/her designee at Step 3.

D. Regulations for Grievance Steps

1. Any grievance not advanced to the next step by the Association within the time limit on that step shall be deemed abandoned.

a. Time limits imposed in Steps 2, 3, and 4 may be extended only by the mutual written consent of the Board and Association.

b. Work days are defined as normal Central Office work days, excluding Christmas vacation and spring break.

2. Copies of the grievance shall be sent to the Superintendent of Schools or his/her representative, the KESPA President or his/her designee, the aggrieved, the supervisor and the KCEA UniServ Director.

3. All complaints and replies shall be in written form.

E. Grievance Exclusions

The following issues shall be excluded from the grievance procedure:

1. The dismissal of a probationary employee.
2. The substance of an employee's evaluation.
3. Determination of an employee's qualifications.
4. Disputes involving insurance claims rejected by an insurance company.

F. Grievance Expenses

Any expenses incurred through the grievance procedure, including witnesses and legal fees, shall be borne by the party that incurred them.

G. Powers of the Arbitrator

1. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of the Agreement and to determine disputes involving the application of the express provisions of this Agreement.

2. The arbitrator shall have no power or authority to add to, subtract from, disregard, or modify any of the terms of this Agreement.

3. He/she shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

H. Arbitration Expenses

The fees and expenses of the arbitrator shall be paid by the losing party or as assigned by the arbitrator; however, each party shall be responsible for the expenses of any witnesses (including employees or administrators) it might call or any of its own participants.

ARTICLE 5

LEAVES WITH PAY CHARGEABLE TO SICK LEAVE

A. Paid Sick Leave

Employees will be allowed paid sick leave in accordance with law – including the Michigan Earned Sick Time Act ("ESTA"). Sick leave may be used for any reason as stated in the ESTA. Any rights and protections as stated in the ESTA will govern over language in this section which would be in conflict with ESTA, but shall not be construed to diminish any rights provided herein.

1. **Allotment and Frontloading:** Each employee shall be frontloaded their regular sick leave bank at the beginning of each school year. Employees hired mid-year shall be frontloaded a prorated number of sick leave hours immediately upon hire, calculated based on the number of months remaining in the school year, provided that the frontloaded amount is never less than the minimum hours the employee is projected to earn under the Michigan Earned Sick Time Act framework (one [1] hour for every thirty [30] hours worked) for the remainder of that school year. While these hours are available immediately for immediate use under statutory ESTA guidelines, a probationary employee's utilization of contractual sick leave beyond statutory requirements remains subject to the provisions of Article 8. If an employee leaves the Board's employment or fails to complete probation, frontloaded hours will be subject to the separation and leave reconciliation provisions.

    a. All custodial/maintenance/mechanics will be granted ten (10) days of sick leave on July 1;

    b. Bus drivers who drive a full-year run, including the full summer run, and the Food Service Driver if applicable, will be granted nine (9) sick leave days as of July 1.

    c. All other employees working the school year and not listed above will be granted nine (9) sick leave days as of September 1 each year. If they report to work and work during the first week of their regular schedule, unless excused, this will apply.

NOTE: In the event that an employee leaves the Board's employment for any reason, or is granted any unpaid leave of absence, the number of sick leave days as described above shall be prorated and reduced on the following basis: one (1) sick day per 20 work days, excluding paid vacation and paid holidays, rounded off to the nearest 1/2 day. If the proration indicates that the employee has "over utilized" sick leave, the employee will reimburse the Board by any of the following methods determined by the employee to be most practical, as long as this is taken care of

prior to the issuance of the final check: a) payroll deduction; b) from accrued paid vacation; or c) invoice sent to the employee for payment.

All sick leave as described in this Article shall have unlimited accumulation. A sick leave day is equivalent to the number of hours an employee is normally scheduled to work. (Excluded would be extra hours worked on occasion for "extra trips," banquets, facility use rentals, etc.) If an employee has a change in the number of hours normally scheduled (i.e., bus driver adds or drops a bid run) that employee's sick leave bank will be recalculated to reflect the new definition of his/her work day. An employee will note on his/her timesheet "sick leave" when paid sick leave is to be used. The employee will be paid for the hours normally scheduled if sick leave time is available as of the date of absence.

Employees must notify their supervisor at least one hour prior to the scheduled start of the day shift or three hours prior to the scheduled start of the second or third shift. Bus drivers must call the Transportation Office by 6 a.m. when unable to report for work as scheduled. Child Nutrition employees scheduled to begin work at 8 a.m. or later, must notify their supervisor of their absence no later than 6 a.m. Failure to timely notify supervision may result in discipline, except in case of emergency, as determined by the immediate supervisor.

Accumulated sick leave use is subject to the provisions described below:

1. For the personal illness of the employee (illness, injury, disability or pregnancy).

2. Employees shall make every attempt to schedule doctor and dentist appointments during non working hours. If an employee has a personal medical or dental appointment that is illness related or of an emergency nature, sick leave may be used.

3. Absence necessitated by exposure to contagious diseases of which the health of students or other employees would be impaired by their attendance.

2. **Definition of a "Day":** For all purposes of earning, proration, and deduction of Paid Sick Leave, personal days, and vacation time under this Agreement, a "day" shall be strictly defined as the specific number of hours an employee is regularly scheduled to work per day in their primary classification.

    - **Example (8-Hour Employee):** An employee regularly scheduled to work eight (8) hours per day shall have their leave banks frontloaded/earned based on an eight (8)-hour day, and any utilization of a full day of leave shall result in a deduction of eight (8) hours from the respective bank.
    - **Example (Part-Time Employee):** An employee regularly scheduled to work four (4) hours per day shall have their leave banks frontloaded/earned based on a four (4)-hour day, and any utilization of a

full day of leave shall result in a deduction of four (4) hours from the respective bank.

- **Adjustments:** If an employee's regularly scheduled daily hours change permanently during the school year (e.g., a bus driver adds or drops a regularly scheduled route), their remaining leave banks shall be retroactively recalculated and adjusted to reflect the new definition of their regular workday. Extra hours worked on an occasional, non-scheduled basis (e.g., field trips, banquets, or building rentals) shall not be factored into the definition of the regular workday for leave calculations.

B. Illness in Immediate Family

Absence without loss of pay shall be allowed for illness in the immediate family (spouse, child, parent, grandparent, stepchild, stepparent or parent-in-law) if they live in the same household or are a person whose relationship to the employee warrants such attendance. Approval from the immediate supervisor is required.

A maximum of five (5) work days per contract year will be allowed. FMLA eligible employees may also use available sick days during FMLA qualifying family illness. Exceptions may be granted by the Executive Director for Human Resources.

The employee will indicate "Family illness" on the time sheet for use of sick leave for this purpose.

C. Funeral Leave

Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance will be charged to sick leave. Approval of the Executive Director for Human Resources is required. (For death in immediate family see Article 6, A, 1).

D. Personal Leave

Each employee will be granted (2) personal leave days (not accumulative) per year. Employees who have sick time equivalent to 50 work days (200 hours for bus drivers) accumulated as of June 30 of the previous school year shall be granted one (1) additional personal day. Personal leave days are subject to the following provisions:

1. Arrangements for said leave shall be made at least five (5) work days in advance with the immediate supervisor and the request shall be on the proper "Change of Status" form.

2. Matters of an emergency nature shall be allowable without the five (5)-work-day advance notice at the discretion of the immediate supervisor, however, the "Change of Status" form must still be completed.

3. Personal leave days shall not be used immediately before or after school vacation periods except with the approval of the District HR office.

4. A maximum of three (3) employees per unit (bus driver, food service, custodial/maintenance/mechanics, and paraprofessionals) may be allowed to use their personal leave for the same day. Approval shall be given to the first employee who applies for a personal leave day. Approval for additional requests is contingent upon obtaining a substitute. Approval of leaves for the same days will be based on the date of request.

5. Employees not scheduled to work during spring break (non-52 weeks) may use their personal days to be paid for spring break days off. Employees must make this request in writing, to their supervisor 10 days in advance.

E. Worker's Compensation

An employee who in the line of duty incurs an injury for which he/she qualifies for benefits under the Worker's Compensation Act shall be paid during the period of disability, provided that:

1. All injuries and/or disabilities which are claimed to be job related, no matter how slight, are to be reported immediately to the immediate supervisor. All potential claims against Workers Compensation should be documented within twenty-four (24) hours of the occurrence or as soon as practical by completing the "Report of Injury to Employee" form.

2. Verification of disability and the relationship between the disability and employment may be required. Such verification shall be from medical personnel approved by or satisfactory to the Board.

3. The employee will be paid his/her normal daily wages for the time off necessary because of a confirmed job-related injury. This time off will NOT be charged to the employee's sick leave for the day of the injury or, if needed, the seven (7) work days following. In the event the seven-(7) day waiting period provided by law changes, the seven-(7) day waiting period will be adjusted accordingly. The need for such absence will be based on medical verification from the Board's doctor or a doctor approved by the Executive Director for Human Resources. If the doctor recommends that the employee work "with restrictions", the supervisor will consult with the employee and the supervisor will make the final determination if the employee will be allowed to work under the conditions stated by the doctor.

4. If the employee is absent from work for a period of time that would qualify the employee for "loss of income" benefits from Workers Compensation, the wage benefits received by the employee for the first seven (7) days will be reimbursed to the Board.

5. Once "loss of income benefits" are available to the employee, the employee will be notified in writing (this may include email) that they have the option to request that the Board pay the employee the difference between the amount received from Worker's Compensation and the amount of daily base wages normally paid by the employer. The amount paid by the Board will be charged on a prorated basis to the employee's available sick leave. The employee would need to make this request to payroll, in writing (this may include email).

   Said sick-leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick leave as heretofore determined in this Article. The employee shall not lose earned sick-leave time for that percentage of time compensated under the Worker's Compensation insurance plan.

6. Once an accident claim has been filed with the Board, it will be the Board's responsibility to file the claim with the Worker's Compensation insurance carrier if the injury was job related. After the claim is filed with the insurance company, the Board and employee will work with the insurance company concerning all claims, problems, reimbursements, etc.

7. Board paid insurance will continue during a Worker's Compensation disability until earned sick leave is exhausted, plus 80 calendar days.

8. An employee absent because of a work-related injury will be reemployed in his/her former position if the return to work is authorized by medical personnel approved by the Board and the return is within **twelve (12)** months of their initial absence. If the date of return exceeds the **twelve (12)** month period, the employee will be reemployed to any vacant position for which they qualified if they are medically recommended for return to work during the next **six (6)** months. The Board will work cooperatively with the Worker's Compensation Company and the employee regarding retraining for jobs in other classifications.

F. General Provisions Applicable to All Leaves (Paid and Unpaid)

1. The Board of Education reserves the right to require a doctor's report or other evidence of illness or disability.

2. The Human Resources Office shall certify the legitimacy of a claim for compensation for absence.

3. An employee shall apply for an unpaid leave of absence or submit a resignation upon being absent from work for 10 consecutive work days after exhausting all accumulated sick leave. Failure to request the unpaid leave will be considered a voluntary quit if proper written notification has been provided by the Human Resources Office. (Exception: Worker's Compensation as defined in F.8 above).

4. In the event that a bus driver is absent with pay for one half day, the driver will be paid for the scheduled morning or afternoon runs for which they were absent. Paid leave for bid runs will be deducted from earned sick leave.

5. A regular bus driver filling in for a driver on leave shall not be eligible for leaves benefits for such runs.

6. Any employee who willfully violates or misuses this policy or misrepresents any statement or condition under this policy shall be subject to discipline.

7. If an approved leave does not exceed 120 work days, the employee shall be reemployed in their former position. If an approved leave (paid or unpaid) exceeds 120 work days, that position will be considered vacant and will be posted. In this situation, the employee will have a right to return to work to the first available vacant position within the same classification for which he/she is qualified, for up to one year beyond the 120 work day period if on an approved unpaid leave.

8. Unpaid leaves will not generally be approved if a "paid leave" is available that could appropriately be utilized for a requested absence. At the employee's request, the use of short-term disability, when available, will be used before the exhaustion of available paid leave.

9. All unpaid leaves are without fringe benefits and without sick leave accumulation whenever said leave exceeds 10 (consecutive work) days. (Exception: Worker's Compensation as defined in F.7 above).

10. If a bargaining unit member takes an unpaid leave to assume an office or position in the KCEA/MEA/NEA, and if the unpaid leave does not exceed a period of one (1) year, he/she shall be reemployed in their former position. The following conditions will apply to this type of leave:

    a. The leave request will state the dates that the leave will commence and end.

    b. The leave will be without pay and without Board-paid insurance or other benefits. This insurance may be purchased by the employee on a monthly basis at the current group rates as allowed by the underwriter.

    c. The employee will not receive credit on the salary schedule for the period of the leave. The employee will return at the same pay step as he/she was on at the time the leave commenced.

    d. Seniority will be "frozen" for the period of the leave.

    e. The position will not be considered a vacancy and will be filled by a non-bargaining unit employee who will not gain seniority or rights under the contract.

    f. No more than one (1) bargaining unit member will be allowed this type of leave at a time.

11. All leaves allowed by this Agreement run concurrently with qualifying FMLA leaves as described in Article 7, A, 3. FMLA leaves are subject to the requirements of the FMLA.

ARTICLE 6

LEAVES WITH PAY (NOT CHARGEABLE TO SICK LEAVE)

A. Miscellaneous Leaves With Pay

Sick and vacation time will be calculated in hours. Leaves of absence with pay not chargeable against accumulated sick leave days shall be granted for the reasons listed below. A "Change of Status" form is to be completed and approved in advance of the leave.

1. Funeral Leave (Immediate Family)

   Death in the immediate family (spouse, child, stepchild, parent, grandchildren, grandparents, stepparent, brother, sister, parent in-law, brother-in-law, sister-in-law or grandparent-in-law) not to exceed five (5) days, except in extenuating circumstances with approval of the Executive Director for Human Resources.

   This leave is intended for travel to/from the location of the funeral, attendance and for making funeral arrangements for the service of the above described family members.

2. Jury Duty

   When an employee is called for jury service he/she will be paid the normal daily amount less the per diem received for jury service.

   The employee is required to report to their work assignment when their presence is not required at the court.

3. Court Subpoena

   Court appearance as a witness in any case connected with the employee's employment at the school or whenever the employee is subpoenaed to attend any proceeding, except cases involving the employee's self-involvement in court proceedings, less per diem received for such proceedings.

4. Workshop/In-service

   With the recommendation of the immediate supervisor and approval of the Executive Director for Human Resources, the employee may be allowed to attend in-service meetings/workshops that are designed to update skills that are related to unit work for that employee.

5. Military Reserve Duty

   An employee will be allowed to participate in U. S. Military reserve training duty for up to two (2) weeks (ten (10) work days) per contract year. The Board shall pay the difference between the military pay and the salary.

6. University Study

With prior approval of the immediate supervisor and the Executive Director for Human Resources, an employee may be approved for short-term university study, not to exceed two (2) weeks, that is related to employee's assignment. An employee receiving a stipend shall be paid the difference between the stipend and salary.

B. Paid Holidays

1. Each employee shall be paid, but not required to work for the holidays listed below provided:

a. School is not scheduled for any portion of the day the holiday is celebrated. If school is scheduled, the Administration and the Association will mutually agree when the holiday will be rescheduled.

b. The employee has completed his/her probationary period.

c. The employee has worked the scheduled workday or is on an approved paid leave immediately preceding and immediately following the holiday.

d. School year employees, who do not work schedule hours the week prior to Labor Day, will not be compensated for the Labor Day holiday.

2. Holidays covered by this section are:

Paraprofessionals	Child Nutrition	Bus Drivers	Custodial/Maintenance & Mechanics
Labor Day	Labor Day	Labor Day	July 4th
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day	Labor Day
Friday after Thanksgiving	Friday after Thanksgiving	Friday after Thanksgiving	Thanksgiving Day
Day before Christmas	Day before Christmas	Day before Christmas	Friday after Thanksgiving
Christmas Day	Christmas Day	Christmas Day	Day before Christmas
Day before New Year's Day	Day before New Year's Day	Day before New Year's Day	Christmas Day
New Year's Day	New Year's Day	New Year's Day	Day before New Year's Day
Martin Luther King Jr. Day	Martin Luther King Jr. Day	Martin Luther King Jr. Day	Martin Luther King Jr. Day
Memorial Day	Memorial Day	Memorial Day	New Year's Day
July 4th – (if scheduled)	July 4th – (if scheduled)	July 4th – (if scheduled)	Memorial Day
			*1 designated holiday

*It will be the same day for all employees in Custodial/Maintenance & Mechanics classification. The exact date will be as determined by the Manager of Operations and Ice Arena and the Association Vice President representing those classifications.

3. Eligible employees will be paid holiday pay at straight time hourly rates for the number of hours per day normally worked when the holiday occurs.

4. Should any holiday fall on a Saturday or a Sunday, the Monday following will be considered a paid holiday. There may be exceptions to this policy where the school calendar dictates.

5. When half-day holidays are agreed to, day shift employees will start their work schedules at the normal time and work one-half (1/2) their normal shift and night shift employees will work a four-hour shift as determined by the supervisor.

6. Should an employee's scheduled vacation include one of the aforementioned holidays, an additional day of vacation shall be granted to compensate for the holiday.

7. Should an employee be ill on the scheduled workday before or after the holiday, he/she shall be paid for the holiday provided a statement from a medical doctor verifying illness is submitted to the Human Resources Office on the employee's return to work.

8. When calculating overtime, holidays are considered as hours worked for custodial/maintenance/mechanics only. Hours worked by custodial/ maintenance/mechanics on holidays will be paid at the rate of time and one-half (1-1/2) plus holiday pay if they are eligible.

C. Paid Vacations (Custodians/ Maintenance/Mechanics/CNS Driver)

Full-time 52 week employee's custodians/maintenance/mechanics are eligible to receive paid vacation as detailed below.

1. Each employee shall, as of June 30 of each year, be entitled to and receive vacation and vacation pay based upon his/her seniority with the Kentwood School System as of said June 30 as follows:

2. Vacations may be taken at any time during the year if approved by the administrator in advance, subject to the employer's school calendar and schedule of events in this paragraph.

Seniority (as of June 30)	Length of Vacation	Vacation Pay
More than 60 work days, less than 1 year	Pro rata portion of 6 work days	Pro rata portion of pay for (5) work days, eight (8) hours per day, at employee's standard rate, or at the number of hours normally worked if less than eight (8) hours per days.

More than 1 year, but less than 7 years	11 days at employee's	Pay for ten (10) work days, eight (8) hours per day, at employee's standard rate, or at the number of hours normally worked if less than eight (8) hours per day.
7 - 10 years	17 work days	Pay will be computed based on eight (8) hour day at the employee's standard rate, or at the number of hours normally worked if less than eight (8) hours per day.
11 years	18 work days	
12 years	19 work days	
13 years	20 work days	
14 years	21 work days	
15 years	22 work days	

3. If a bargaining unit member leaves the employ of the Board, it is understood that an employee who has earned vacation as provided above shall be entitled to vacation pay pro-rated regardless of the reason for leaving the employ of the Board.

4. The vacation pay due an employee who has died shall be paid as promptly as legally possible by the employer to the person whom the employer believes to be the employee's spouse and, if he/she has no spouse, to the person or persons whom the employer believes to be next-of-kin.

5. Vacation time shall be earned during an employee's probationary period of 60 work days but shall not be a claim for pro rata vacation pay, if the employee is terminated for any reason during his/her said probationary period.

6. Employees shall not be paid in lieu of taking vacation.

7. Vacation time must be used within the calendar that it was earned (July 1-June 30). Employees may carry over no more than five (5) days total. Any vacation days over that amount, as of June 30 of each year, shall be rolled into the employees sick bank.

a. The District and Association agree to develop a mutually agreeable process, through a Letter of Agreement, for individual who have unused vacation time, earned prior to July 1, 2023, remaining in their current vacation bank.

b. Employees with remaining vacation time that was earned prior to July 1, 2023, will follow all guidelines as outlined in the approved Letter of Agreement. Employees who fail to meet the terms of the LOA will have their remaining time rolled into their sick bank.

D. Paid Vacations (School Year Employees)

Full time (30 hours per week or more), non-52 week employees, who have successfully completed their probationary period, shall earn vacation time as follows:

1-5 years	3 days
6-10 years	5 days
11+ years	9 days

Earned vacation time shall be paid one half (1/2) of available time on the last pay of December and one half (1/2) of available time on the first pay of April. Employees are not eligible to schedule vacation time in lieu of payment.

ARTICLE 7

UNPAID LEAVES

A. Leaves of absence without pay and without credit on the salary schedule may be granted by the Human Resources Office for a period not to exceed one (1) year, for the following:

1. The conditions at home require the employee to remain at home, including child care (not to exceed three (3) such leaves).

2. Personal illness or extended disability on advice of a physician.

The leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, or for a serious medical condition affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave. The District may substitute paid leave as permitted by the FMLA.

B. Military - Leaves of absence without pay shall be granted to any employee who shall be inducted, or shall be called, or shall enlist in military duty in any branch of the Armed Forces of the United States.

1. The duration of the leave shall be for the duration of the call up. Such leave shall terminate upon voluntary extension of the tour of duty.

2. The Board shall pay the difference between military pay and the non-probationary employee's wages, excluding overtime for ten (10) working days.

3. Non-probationary employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system.

4. Sick-leave days accumulated from the date of enlistment or draft shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this Agreement.

5. The employee shall not be eligible for the above-stated leave until he has worked for a period of at least 60 working days.

C. Peace Corps - Leaves of absence without pay shall be granted for up to two (2) years to any employee who joins the Peace Corps, or similar domestic program as a full-time participant in such programs. Such leaves shall be treated as time worked for purposes of the salary schedule.

D. Campaign for Public Office - The Board may grant a leave of absence of either one (1) semester or one (1) year without pay and without credit on the salary schedule to any employee to campaign for, or serve in, a public office.

NOTE: All unpaid leaves are without Board-paid fringe benefits and without sick leave accumulation whenever such leave exceeds ten (10) work days. (See Article 5, F. "General Provisions," which describes added detail regarding unpaid leaves).

ARTICLE 8

CONDITIONS OF EMPLOYMENT

A. Probationary Period

1. Beginning with their initial employment with Kentwood Public Schools or being rehired in their former classification after more than one (1) year under the provisions of this contract, a bargaining unit member shall be deemed to be in a probationary status. The probationary period shall be sixty (60) work days taken from and including the first day of employment. If an employee is hired between June 15th and August 15th, the probationary period will continue sixty (60) work days after the first work day of the school year. If at any time prior to the conclusion of the sixty-(60) work day probationary period, the employee's work performance is of unacceptable quality, the employee may, upon the recommendation of the immediate supervisor and the Executive Director for Human Resources, be subject to immediate dismissal. Except for hires between June 15 and August 15, the employee's probationary period cannot be extended beyond the 60 work day period.

Note: A bus driver's first day of probation is defined as the day he/she is assigned a regular (full-time) run. This will be documented on a "Change-of-Status" form.

2. Upon successful completion of the probationary period, the employee shall acquire all benefits and seniority and shall be placed on the proper seniority list with a seniority date which is the same as his/her initial date of hire.

B. Health

1. Each employee shall meet applicable state requirements concerning tuberculosis examinations. Failure to comply with this requirement will result in layoff without pay or other benefits until such requirements have been met. An employee who has failed to comply with the state requirements within ten (10) days from the date of layoff for failure to meet such requirements shall be considered a voluntary quit.

2. An employee absent because of an extended or serious illness, shall upon request of the Administration, present to the Human Resource Office prior to a return to service, a statement from a licensed physician indicating that the employee's health is satisfactory to resume normal duties and the employee is able to perform the essential functions of his/her assigned position.

3. The Board reserves the right to send the employee to a Board appointed doctor if the Board pays the cost of such examination. It is understood that doctor as used in this Article refers to medical doctor, osteopath, psychiatrist or psychologist.

C. Work Week/Work Year/Work Hours

A work week for overtime computation purposes shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on the following Sunday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for most employees will be Monday through Friday. The work schedule (hours and shift) will be determined by the Administration. All changes in work shifts will be discussed in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration. (Note: The official work week of Custodial/Maintenance employees who occupy full-time positions shall be 40 hours per week).

D. Work Shifts (Custodians/Maintenance/Mechanics)

The Administration shall have the right, based upon the school calendar, to set the starting time for each shift with a thirty (30) day notice unless due to emergency.

First Shift - The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m.

Second Shift - The second shift is any shift that regularly starts on or after 11:00 a.m. but before 8:00 p.m.

Third Shift - The third shift is any shift that regularly starts on or after 8:00 p.m. but before 4:00 a.m.

E. Notice of Absence

Employees must notify their supervisor at least one hour prior to the scheduled start of the day shift or three hours prior to the scheduled start of the second or third shift. Bus drivers must call the Transportation Office by 6:00 a.m. when unable to report for work as scheduled. Child Nutrition employees scheduled to begin work at 8:00 a.m. or later, must notify their supervisor of their absence no later than 6:00 a.m. Failure to timely notify supervision may result in discipline, except in case of emergency, as determined by the immediate supervisor.

F. Lunch Periods and Rest Periods (Breaks)

Child Nutrition, Paraprofessionals, Custodians, Maintenance and Mechanics

1. Lunch/Dinner Periods

Employees working four (4) or more consecutive hours per day may schedule an appropriate unpaid lunch period of thirty (30) to sixty (60) minutes with their supervisor. The final determination as to the length of the unpaid lunch periods will rest with the supervisor.

2. Rest Periods (Breaks)

Each employee working four (4) consecutive hours per day or more shall receive one (1) paid fifteen (15) minute break for each complete four (4)-hour period worked. The rest period will be scheduled by the employee's supervisor. Breaks are not to be accumulated and an employee may be interrupted during a break to perform necessary duties. If breaks are interrupted, they may be resumed at a more convenient time if the interruption was at the request of the Building Administration or his/her designee or the employee's immediate supervisor. An employee is not allowed to take breaks at the beginning or end of his/her regular work day.

G. Overtime

1. Time and one-half (1-1/2) of the employee's regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) in any work week, PROVIDED, that overtime shall not be pyramided (i.e. not to include any overtime). All overtime must be approved in advance by the supervisor. Additionally, there is no guarantee to any bargaining unit member that overtime will be available. The Administration reserves the right to schedule work so as to avoid overtime.

Exception: Custodial/Maintenance and Mechanic employees will be paid overtime or provided comp time for hours worked in excess of eight (8) hours per day.

2. When calculating "hours worked" for overtime pay purposes, paid leaves as described in Articles 5 and 6 (sick leave, personal leave, holidays, "snow days" and other leaves) will not be considered "hours worked." EXCEPTION: Paid holidays and vacation days for custodians/maintenance/mechanics are considered as "hours worked."

3. By advanced mutual agreement between the employee and administrator, compensatory time may be awarded in lieu of paid overtime. Compensatory time for actual hours worked under 40 hours in a week will have a value of one hour for each additional hour worked. Compensatory time for actual hours worked over 40 hours in a week will have a value of 1 ½ hours for each hour worked.

Compensatory time off will be scheduled by mutual agreement with the administrator and the employee with 10 days advanced notice subject to staffing levels or an unforeseen district emergency.

Compensatory time will be used within the fiscal year earned. Unused time will be paid at the level it was earned.

i. If an employee in a single work week works at two or more different types of work for which different time rates have been established, the regular rate for the work week is the weighted average of the rates. Weighted average means that earnings from all rates added together and divided by the number of hours worked at all jobs.

ii. By advanced mutual agreement between the employee and administrator, compensatory time may be awarded in lieu of paid overtime. Compensatory time for actual hours worked under 40 hours in a week will have a value of one hour for each additional hour worked. Compensatory time for actual hours worked over 40 hours in a week will have a value of 1 ½ hours for each hour worked.

Compensatory time off will be scheduled by mutual agreement with the administrator and the employee with 10 days advanced notice subject to staffing levels or an unforeseen district emergency.

Compensatory time will be used within the fiscal year earned. Unused time will be paid at the level it was earned.

iii. If an employee in a single work week works at two or more different types of work for which different time rates have been established, the regular rate for the work week is the weighted average of the rates. Weighted average means that earnings from all rates added together and divided by the number of hours worked at all jobs.

iv. The Administration reserves the right to assign overtime starting with the highest seniority person in a building who has indicated an interest. Employees may be required to work the extra hours if no one qualified volunteers to work the overtime or if an emergency situation exists. The least senior qualified employee will be assigned the overtime if qualified volunteers are not available. Twenty-four (24) hours' notice must be given to the least senior employee.

Both parties recognize the need to address overtime. Therefore, an exception to the previous may be made for multi-staffed crews working a special event on Saturday and/or Sunday. The head custodian in the affected building will make the decision regarding the make-up of the crew to use a full-time or part-time custodian from another building.

H. Meetings

1. Instructional Paraprofessionals

a. When district-wide in-services are held during the school year for all staff, paraprofessionals will be required to attend unless excused by the principal. They will be paid at their regular hourly rate of pay for attendance. They should indicate "in-service" on their time sheet.

b. Building principals will designate the paraprofessionals who will attend building in-services or work on in-service/conference days, and provide reasons to all paraprofessionals working in their building for such designation.

c. When relevant to their assignment, paraprofessionals will be informed by the special education teacher of IEP accommodations determined for the students they serve.

d. Full-time paraprofessionals will be asked by the building principal to attend staff meeting when information presented is pertinent. Paraprofessionals attending staff meetings will then distribute the information to other paraprofessionals not in attendance.

2. Transportation

All drivers will be required to attend all in-service meetings as called by the Supervisor of Transportation and in-service meetings sponsored by the Michigan Department of Education unless excused in advance by the Supervisor of Transportation. Drivers shall be paid at their regular rate of pay. In-service meetings are all meetings/ activities that do not require the pick up or drop off of students.

Additionally, meetings involving the Supervisor of Transportation and a parent which a driver is required to attend will be considered an "in-service meeting" for pay purposes. The same will be the case if a driver is required to meet with the Supervisor of Transportation and a principal, or the driver and the Principal when approved by the Supervisor of Transportation. When a driver meets with his/her supervisor to discuss routes, mechanical problems, discipline, etc., they will not receive any added compensation as this is considered to be part of their job already compensated in the "Pre-trip/incidental pay" received daily by each driver.

3. Child Nutrition

Kentwood Schools will provide in-service training sessions during the school year. When requested, food service personnel will be required to attend and will be paid at their regular hourly rate of pay.

I. Special Conditions of Employment

The district will pay the differential costs of maintaining CDL chauffeurs license, and required endorsements for any employee required to have such as a part of their normal job assignment.

1. Transportation

a. Bus drivers will not be required to take out on the streets or highways any vehicle that is not in safe operating condition. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, or a work order has been filed with

the Supervisor of Transportation, the bus shall be appropriately tagged so that it cannot be used by other drivers.

b. For drivers to qualify as full-time drivers (excluding insurance purposes) they shall be scheduled to drive both morning and afternoon (AM and PM) run

c. Bus drivers shall not use school buses for personal business.

d. Buses shall be returned to the bus garage upon completion of an assigned run(s). Exceptions will be determined by the Supervisor of Transportation. Drivers will be paid only for the time they actually drive the bus.

e. Extra Trips

(1) (a) Only full-time drivers regularly scheduled for less than 40 hours (with AM and PM runs assigned) will be assigned extra trips.

(b) All extra trips excluding emergency trips will be posted at the transportation office. Copies of the original request will be distributed as follows:

Transportation copy
Posted copy initialed by the Association
Association copy
Driver copy

If any changes are made in the trip times, they will be made on the original bus request slip. The bus request slips will contain a notation for the date the bus request was first sent, date posted and date assigned. All Saturday and/or Sunday trip assignments will have a two (2) hour minimum.

(c) On the day before a scheduled trip, drivers will speak with the transportation office staff to acknowledge their extra trip, confirm the time, and initial the trip sheet. If the procedure is not followed by 5:00 p.m. the day before the trip, the trip will be assigned to the next available driver. Drivers who fail to show up for a trip on time will not be eligible to sign for a trip the following week.

(2) If any of the following situations exist, the trip assignment may be made in a manner determined by the Supervisor of Transportation.

The following conditions apply to extra trips*:*

(a) Regular drivers who fail to sign up for an extra trip within 48 hours of the posting shall not be considered for that week's extra trips, except for emergencies.

(b) If a driver is unable to take an extra trip he/she has accepted, the trip sheet shall be returned to the office be reposted or the emergency list be used. Extra trips shall not be traded.

(c) Posting cannot be made (e.g. during the summer, reschedule sports events, etc.) and an attempt has been made to contact five (5) regular drivers on the extra trip list.

(d) A regular driver who previously accepted a trip is no longer available due to the provisions in Article 5 or 6 of this contract.

(e) An extra trip scheduled for less than the regular run.

(f) The only available driver is on probationary status.

(g) No driver signs up for a posted or available trip.

(3) All extra trips will be channeled through the Supervisor of Transportation, except as described in paragraph (2) above. Extra trips will be assigned on a rotating seniority basis by driver choice. Exception may be made only after consultation with the KESPA President or Vice President of Transportation.

(4) A driver whose regular schedule is 40 or more hours shall not be eligible for extra trips.

(5) Emergency trips will be given out on a rotating basis for all drivers who have signed up for such trips.

(6) Extra Trip Cancellation

Any driver reporting for an assigned extra trip that has been canceled, where no attempt has been made to notify the driver, shall be paid an amount equal to 50% of the minimum for such trip or 50% for the normally scheduled time of that trip, whichever is greater, except if the canceled trip makes the driver available to do his/her regular run, he/she shall be required to do that run.

(7) Work Requirements

Any driver who has been assigned an extra trip must work the normal schedule on the work day of said trip or the full work day before a Saturday trip.

g. Driver Substitution for Bid Runs

When a driver is unable to take their regular bid run a replacement for such run shall be filled by a regular driver who has signed up for subbing on such runs on a rotating seniority basis. (Exception:

unable to contact the drivers on the list.) If a bid run will be open for a period of more than one (1) week, the bid sheets will be used, and the run will be given to the driver who does not have a bid run, by seniority. Overtime will be controlled on bid runs.

h. Miscellaneous

1. The fourth session skill center run will have a minimum of two-(2) hours pay.

2. Route sheets shall be prepared by the office or the driver at the option of the Supervisor of Transportation. When prepared by the driver, he/she will receive regular rate of pay.

3. Mechanics

a. All mechanics shall be certified as mechanics by the State of Michigan. Mechanics shall be certified for heavy duty trucks (over 10,000 GVW) in the areas of: 1) engine repair, gasoline; 2) drive trains; 3) brakes and braking systems; 4) suspension and steering systems; 5) electrical systems; 6) diesel. The lead mechanic shall be qualified as a master mechanic for heavy duty trucks. The Board shall pay all costs of annual certification for mechanics.

b. The work year for mechanics shall be fifty-two (52) weeks.

c. Tool allowance – see Article 12, C.

i. Driver Availability– In fulfilling their driving assignment, all bus drivers who are scheduled for less than four (4) hours per day shall be required to be available for substituting on a weekly rotational basis as needed by the Transportation Department.

Drivers shall be allowed four (4) refusals per year. Such rotation list shall be established at the beginning of each year.

J. Assignments Involving Students With Identified Health Care Needs

1. Prior to any bargaining unit member performing health care related services to students required by an IEP, 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 when the services are to be provided.

2. Any bargaining unit member who is assigned a student with health care needs will be trained to perform the health care related service, as required by the IEP and assigned to that bargaining unit member. Ideally, such training shall be provided before the services begin.

3. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's 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.

4. The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.

5. Provided the authorization exists, and the employee has been trained, the bargaining unit member will perform the health care related service required by the IEP and assigned to that bargaining unit member.

6. Attendance by a bargaining unit member (including bus drivers) at an IEPC shall be determined by the Director of Special Education. Additionally, bargaining unit members who are responsible for students with specific health care needs, shall be provided with relevant health care information, if known to the District and permitted by the student's parents or guardians.

K. Substance Abuse

While the Board has no intention of intruding into the private lives of its employees, it expects all employees to report for work in a condition to safely perform their duties. The presence of illegal or unauthorized drugs or alcohol in an employee's system while on the job is inconsistent with student needs and a safe work environment, and violates existing Work Rules.

If the Board has reason to suspect an employee is at work with the presence of alcohol, or illegal or unauthorized drugs in his/her bodily system, the Board may require alcohol or drug testing, provided the Board has previously warned the employee in the presence of an Association representative of its reasonable suspicion, which warning may not be grieved, and has referred the employee to local treatment options.

ARTICLE 9

SENIORITY, LAYOFF AND RECALL

A. Seniority

1. Seniority is defined to be length of continuous service as a bargaining unit member within a specified classification (bus driver, food service, custodial/maintenance/mechanics, and paraprofessionals.) Accumulation of seniority shall begin from the bargaining unit member's initial date of employment in a bargaining unit classification.

2. Use

Seniority may be used as specifically set forth in the Agreement. If a bargaining unit member transfers from one classification to another classification, the seniority in the former classification will be "frozen" in that classification within the bargaining unit, and the bargaining unit member will begin earning seniority in the new classification as of the date he/she starts working in the new classification.

Seniority within a given classification does not necessarily qualify a bargaining unit member for all possible assignments within that classification, (i.e., the qualifications for maintenance positions are different from custodian positions. A food service utility worker will not necessarily qualify to be a Child Nutrition Manager, etc.) When ties in seniority dates occur, a drawing will be held to determine seniority order for that date. The KESPA President and the Executive Director for Human Resources or their designee(s) will determine the dates of the drawings and notify the affected members of the date(s) of the drawings. In the case that a member is unavailable for the drawing, the KESPA President shall draw a number on behalf of the absent member. All members involved in the tie-breaker process will be notified of the resulting new order.

The qualifications criteria to be used by the Administration will be those items listed in "Notice of Vacancy" postings, Job Descriptions and other predetermined qualifications as published and determined by the Administration.

3. Seniority Lists

The Board shall maintain lists indicating classification seniority. There are four (4) separate classification lists: 1) Bus Driver, 2) Child Nutrition, 3) Paraprofessional, and 4) Custodial/Maintenance/ Mechanics. These lists will be available to the Association upon request to the Human Resource Office. These lists will be updated semiannually and provided to the Association President.

4. Loss of Seniority

Seniority shall be lost if any of the following apply:

a. The bargaining unit member retires, quits, or is justly discharged.

b. The bargaining unit member is absent five (5) consecutive work days without notifying the Board. If the Board is notified of extenuating circumstances which are beyond the control of the bargaining unit member, the Board may waive this condition.

c. The bargaining unit member does not return from a leave of absence within ten (10) working days after the leave expires and does not contact the District.

d. The bargaining unit member does not return from layoff status within ten (10) working days from date of recall. Notice of recall will be by certified mail, return receipt.

B. Reduction in Staff/Hours

1. It is at the sole discretion of the Board to make reductions when necessary. If the Board determines that a reduction in staff is necessary within a classification, the process for reduction, in the following order is:

a. Reduce/lay off volunteers

b. Reduce/layoff probationary bargaining unit members

c. Reduce hours/lay off the lowest seniority person within a classification

2. When bargaining unit members are laid off, they shall be laid off by classification in the order above; provided that there are qualified bargaining unit members remaining to perform the necessary work.
NOTE: b and c to be laid off each in inverse order of seniority.

3. Prior to notice to affected bargaining unit members, the Executive Director for Human Resources will meet with the Association representatives to advise of the specific positions to be eliminated or reduced and to receive Association input.

At each staff reduction or recall, the Board may designate specific paraprofessionals with definable special skills whose services are required under the circumstances then existing (i.e., bilingual, signing for the deaf, demonstrated knowledge of the CIMS system or its equivalent, etc.). These paraprofessionals may be retained in, or recalled to service, regardless of their seniority.

C. Notice of Layoff/Hours Reduction

Thirty-(30) calendar days' notice of layoff and fourteen-(14) day notice of reduction in hours shall be given. There will be no reduction in the number of hours a bargaining unit member is normally scheduled to work unless the criteria in Section B. "Reduction of Work" is followed. It is understood that bus runs will fluctuate slightly.

Additionally, hours can be reduced for bus drivers, food service bargaining unit members and paraprofessionals on days when the school calendar has students in school for less than a full day or not at all, without following the procedure in this article.

D. Bumping

"Bumping" will be allowed within a classification or from one classification to another only in the case of layoff/reduction in hours (Article 9, B.) where a person has the qualifications and seniority and would be laid off or reduced in hours if he/she didn't bump.

E. Job Placement of Laid off Bargaining Unit Members

1. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list of his/her classification according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer in advance, monthly.

2. A laid-off bargaining unit member may apply for any posted positions within another bargaining unit classification covered by this contract, provided that a laid off bargaining unit member has the present skill and ability to perform the necessary work. The bargaining unit member would be given serious consideration for the posted vacancy if he/she meets the qualifications. If the bargaining unit member is hired under these circumstances, the hourly rate of the bargaining unit member will be adjusted to a step level of the new classification at the discretion of the Executive Director for Human Resources.

3. No custodian or maintenance person's regular weekly work schedule shall be permanently increased to exceed forty (40) hours per week while another bargaining unit member in that classification is laid off.

F. Recall of Personnel

1. Senior bargaining unit members shall be recalled in inverse order of layoff for positions for which they are qualified within their classification. For purposes of recall, a paraprofessional is qualified for: (1) any assignment currently held, provided the probationary period has been completed; (2) any assignment previously successfully held (i.e., the most recent evaluation was satisfactory); or (3) any assignment for which the paraprofessional has the training, education or

work experience that demonstrates he/she can perform the work of the assignment.

2. The recall list shall be maintained by the Board for a period of three (3) years. Thereafter, a bargaining unit member shall lose the right to recall.

3. Bargaining unit members recalled to work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to work for which he/she is qualified and which is substantially comparable to previous position, shall forfeit his/her seniority rights and right to recall.

4. It is the responsibility of the bargaining unit member to maintain his/her correct address and phone number with the Human Resources Office.

5. If the bargaining unit member is notified of recall, he/she shall personally advise the Executive Director for Human Resources of intent to return within ten (10) work days or forfeit recall rights.

ARTICLE 10

JOB POSTING, VACANCIES, PROMOTIONS AND TRANSFERS

A. Posting

1. Notice of vacancies for existing or new jobs shall be sent to all District employees via email. Transportation will post in driver's lounge. Some job postings will include qualifications. Also, the job description and/or Administrative Work Rules detailing qualifications will apply. Interested bargaining unit members will apply for a posted position by completing an electronic or paper "Change of Status" form available from their supervisor.

2. The Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified of posted job status within ten (10) days after the interview process.

3. Association President and Vice President shall be notified when position are filled on a regular basis.

B. Vacancies

1. a. Vacancies may be filled on a temporary basis. A vacancy is an unoccupied position in the bargaining unit, which the Board intends to fill and for which there are no unassigned or laid off, qualified unit members. Vacancies may be filled on a temporary basis for no more than sixty (60) work days except in cases of approved leaves, workers compensation, and c. below.

b. Paraprofessional positions which are funded or reimbursed for less than a school year shall be posted at the discretion of the Board. During the school year if additional hours not to exceed four (4) hours per building become available, they may be assigned, pursuant to article 10 E, to existing building staff by the building administrator, after written notice of the additional hours is posted in the affected building for at least three (3) work days, provided that no single employee is assigned more than two (2) additional hours. The building posting will describe the nature of the additional time.

c. The board will post and fill Special Education paraprofessional positions which occur during the school year as temporary positions. A Special Education paraprofessional who has taken such a temporary position will bump back into their previous position if their new assignment is discontinued prior to the start of the next school year. If the hours of the position are reduced prior to the start of the next school year, the paraprofessional may remain in the reduced assignment by accepting a voluntary reduction or bump back into their previous position.

2. Bargaining unit members (excluding those drivers applying for a bus driving vacancy outside of special education) will be permitted a satisfactory try-out

period on the new position awarded them (thirty (30) working day limit) if the position is in a new classification or new position within a classification for that bargaining unit member.

3. If a vacancy is to be filled as determined by the Board, an attempt will be made to do so within twenty (20) working days.

C. Transportation Vacancies

The following special conditions apply for certain transportation vacancies. Except as noted below, transportation vacancies will be handled like all other vacancies.

1. All activity runs, skill center runs, and other regularly scheduled runs which do not conflict with AM and PM runs will be allowed on the basis of the seniority list.

   The following process will be used to assign bids runs:
   All drivers will attend a “bid day” to secure runs. If a driver is unavailable, they must make their intentions known to management in writing. Drivers that do not attend the meeting and do not make intentions known are unable to secure extra bid runs until the next bid day. These drivers can be assigned a bid run in accordance with the master agreement.

   A list of bid runs will be made available to all drivers at least seven (7) days before the agreed upon bid day.

   Extra runs will be bid based on seniority, with all drivers present being able to secure a run. No driver will be able to secure two runs until all attendees have had the opportunity to secure one run, based on seniority, and so on until sheet is complete.

   After the bids are complete, drivers are not able to return runs and/or trade with other employees. These assignments are considered complete.

   Other runs that are identified to the department will be posted for three (3) days in the employee lounge. These runs will be filled based on seniority and regarding the notion that no driver will have opportunity to secure another run without all being able to secure same number.

2. Summer runs shall be offered on the basis of seniority.

3. Summer runs for programs administered by Kentwood Public schools shall be paid at the driver's base rate.

D. Transfers between Classifications:

Transfers between classifications within this bargaining unit will be considered at the discretion of the Administration. If the bargaining unit member is interested in a voluntary transfer, he/she should complete a "Change of Status" form indicating the vacancy that is being applied for. Bargaining unit members who request a transfer

through a change of status will be required to complete a minimum of ten (10) working days in the new assignment, if selected for the position. The parties recognize that present bargaining unit members should have the first opportunity to transfer to new positions and or classifications within the district's employee group. This will encourage members to try and to grow professionally thus increasing their value to the employer.

The parties also recognize that the employer has a need for qualified employees in every employee group.

Bargaining unit members transferring from one classification to another shall retain his/her seniority rights in the previous classification at current level and shall be placed at the bottom of the seniority list of the new classification. The bargaining unit member shall not have the right to return to his/her former classification after the trial period unless a vacancy exists. Upon return, he/she shall retain the seniority held in the former classification.

To be considered for transfer to a new classification, the bargaining unit member must meet the minimum qualifications for the vacancy being applied for as defined in the job description.

If the above condition is met and the Administration agrees to allow the transfer to the new classification, a trial period of sixty (60) work days will commence starting with the first day the bargaining unit member begins working in the new classification, unless hired in July or August, then the period will begin in September. During the trial period there will be management assistance to help the bargaining unit member perform the job successfully. However, the bargaining unit member should bring to the job the skills and experience necessary to perform the minimum job responsibilities of the new position.

If, at any time during the sixty (60) working days, but after the (10) working day minimum trial period, the bargaining unit member determines that he/she wishes to return to his/her former classification or if the bargaining unit member fails to perform satisfactory work as determined by the supervisor/ director, the bargaining unit member will be returned to his/her former position. However, if the former position is an instructional classroom assignment, the employee will be returned to the same position only if it is available. If the position has been filled, then the employee will be given the option to return to any vacant position. During the trial period, the bargaining unit member will continue Board provided insurance of the former classification if the new classification has similar coverage. Sick leave accumulation will be "converted" to equate to the definition of the bargaining unit member's new work day.

During the trial period the bargaining unit member shall be paid at the appropriate rate for the new job classification.

The following items dealing with a voluntary "trial period" move from one classification to another will <u>not</u> be considered grieveable under the contract:

1. The Administration's return of a bargaining unit member to his/her former classification for failure to perform work acceptable to the Administration.

2. The Administration's evaluation of the bargaining unit member's work performance during the trial period. Administration may fill the vacancy created by the bargaining unit member during the sixty (60) work day trial period without posting until it is determined whether the bargaining unit member has successfully completed the trial period. If the bargaining unit member does successfully complete the trial period, the administration shall post the vacancy created. Should the bargaining unit member fail to successfully complete the trial period or decide not to accept the position, he/she shall return to his/her former position.

E. Award of Job

Vacancies and promotions will be awarded on the basis of first, qualifications and second, seniority (within classification), and then district seniority within the bargaining unit. Qualifications will be determined by the administration based on detailed in job descriptions, published Administrative Work Rules and referenced in job postings for vacant positions. The Administration reserves the right to interpret the qualifications of each bargaining unit member.

Qualifications will be objective, measurable skills. If two (2) or more applicants for a vacant position meet the qualifications required, seniority will determine who is awarded the job.

F. Involuntary Transfers or Promotions

Bargaining unit members shall not be placed on a lower step on the salary schedule due to an involuntary transfer or promotion. The parties agree that involuntary transfers of bargaining unit members are to be minimized and avoided whenever possible. In all such cases, the Administration reserves the right of final determination as to work assignment, work shift, etc. If the transfer is involuntary, the bargaining unit member shall not lose money as a result of said transfer.

G. Transfer and Assignment

In order to insure and promote successful and continued operations and because job classifications are general in nature, temporary transfers between classifications may be made, fragmentary work from one classification may be performed by a bargaining unit member from another classification without a change in classification and the replacement of absentees may be made by transfer of available bargaining unit members; provided that a bargaining unit member temporarily transferred to another classification shall receive either his/her current rate of pay or the minimum rate of pay of the classification to which transferred, whichever is higher.

H. No Child Left Behind

Paraprofessionals hired after January 8, 2002, shall meet the qualifications as established under NCLB where applicable. Paraprofessionals hired prior to January 2, 2002, shall meet the requirements under NCLB by January 8, 2006.

ARTICLE 11

INSURANCE BENEFITS

The Board shall provide payment toward premiums for insurance coverage for eligible employees.

In order to qualify for benefits under this Agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverage stated in this Article unless otherwise specified.

1. Upon submission of a proper application form to the Kentwood Public Schools Employee Benefit Office, the Board shall provide the premium contributions towards the benefits described for those employees who meet the qualifications stated in this agreement.

   The acceptance of the application and the eligibility determination for benefits will be at the discretion of the insurance carrier.

2. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be made available during all twelve (12) months of the contract year, and the Board will contribute towards the cost of the premiums for the July and August premium.

3. An open enrollment period shall be provided annually during a time frame in the month of November.

4. The Board paid premiums described in this Article are for bargaining unit members scheduled to work at least fifteen (15) hours per week and their eligible dependents, as defined by the insurance carrier and shall be provided on the following basis:

   A. Board premium contributions shall not apply to employee purchased benefits not described above (i.e., loss of income benefits, dependent life, survivor income insurance, etc.).

   B. Board contribution shall begin, in the case of new bargaining unit members, at the beginning of the insurance month immediately following the time they begin their duties if an application is made in sufficient time to allow for making necessary payroll deductions.

   C. Part time employees working at least 15 hours per week will be able to purchase MESSA PAK A, B, or C insurance at 100% total cost.

   D. Adult/Alternative Education Paraprofessional insurance each year shall be based on the work assignment hours issued on the official fall student

count date. All other insurance changes will become effective the first month following the change of employment status. Employees who become ineligible will have their insurance coverage continued for the balance of the month in which the ineligibility occurred.

E. The parties agree that health insurance cost containment riders will be implemented.

F. Employees shall pay a pro-rata portion of the insurance premium costs normally paid by the Board, if the employee is on an unpaid leave of absence of ten (10) or more work days. If the leave is under the Family Medical Leave Act, insurance will be continued at the regular board contribution for up to 12 weeks per year.

5. The Board shall make available to each of the full time bargaining unit members (Custodian, Bus Driver, Paraprofessional including Adult/Alternative Education and Food Service) one of the following MESSA PAK options for a full (12) twelve month period for the bargaining unit members and his/her entire family. The employer shall sign an EMPLOYER PARTICIPATION AGREEMENT.

   See Appendix C for a detailed description of insurance options and costs.

ARTICLE 12

UNIFORM AND TOOL ALLOWANCE

A. Child Nutrition

1. Uniforms shall be required for all Child Nutrition employees. Style and color may be selected by the Child Nutrition Association, subject to the approval of the Director of Child Nutrition Services. Appropriate closed-toe shoes shall be considered part of the uniform. Uniforms will be cleaned and maintained in good repair by the employee.

2. Child Nutrition employees working more than twenty hours per week shall receive a taxable uniform allowance up to $150.00 each year toward the purchase of approved taxable uniform through the District's vendor or upon submission of documentation satisfactory to the District. Employees working twenty hours or less shall receive a uniform allowance up to $100.00

B. Custodial/Maintenance (discussions and direction needed)

On an annual basis, custodial and maintenance employees will be allowed to purchase uniform attire, to be worn at work (including pants, shirts, shoes, etc.) up to $150.00 from a district approved vendor.

Employees may also select Kentwood Public Schools apparel representing athletic and/or extracurricular programs to be worn at work. These purchases will be on a reimbursement basis. Receipts for reimbursement must be submitted within 6 months from the date of purchase.

Transportation and District assigned snowplow team members will receive jackets on odd number start years (ex. 2019-20) to be worn at work. Cost of the jackets shall not exceed $145.00 per jacket.

An employee shall qualify for said uniforms upon completion of the probationary period.

It will be the employee's responsibility to clean and maintain the uniforms.

C. Mechanics

The District will provide one (1)-insulated coverall to each new mechanic hired, upon successful completion of the probationary period. Uniforms for mechanics will be provided by the Board. One (1) uniform for each work day will be available to each mechanic. The Board will provide the uniforms and be responsible for cleaning and repair.

Mechanics will be paid a tool allowance and each mechanic shall provide his/her own set of tools and tool cabinets. The maximum annual tool allowance will be

$700.00 per contract year. Reimbursement will be made within thirty (30) days upon submission of receipts to the Supervisor of Transportation. Tool allowance reimbursement will be paid in a separate check through accounts payable.

D. Requirement to Wear Uniform

Disciplinary action could result if an employee does not wear the Board provided uniform described in this Article.

E. Playground paraprofessionals, and crossing guards regularly scheduled to work outside more than two hours per day, will be provided a taxable allowance up to $75.00 for the term of the agreement for the purchase of winter clothing. Reimbursement will be made within thirty (30) days of receipt of the expenditure for approved clothing by the Executive Director for Human Resources.

Playground paraprofessionals, special education paraprofessionals who are regularly scheduled to work in the pool a minimum of two times per week, and crossing guards regularly scheduled to work less than two hours per day will receive a taxable allowance up to $40.00 for the term of the agreement.

ARTICLE 13

SCHOOL CLOSING

A. Paraprofessionals, Bus Drivers, Child Nutrition, and Custodial/Maintenance/ Mechanics

Paraprofessionals, bus drivers and Child Nutrition employees are not normally expected to report to work on a day when school has been canceled because of mechanical failure or severe weather. These employees will be contacted by their immediate supervisor if they are going to be required to work on such a day.

Days missed will be made up in June by extending the school year, if required by law. If the days are not made up, the employee will be paid for the number of hours he/she was scheduled to work. If the employee is paid but not required to work, these hours will not be considered "hours worked" for overtime computation purposes.

1. When school is closed for inclement weather or maintenance breakdown and staff is expected to report, food service employees are also to report. The workday shall be a minimum of 2 hours with pay.

2. When school is closed and staff is not expected to report, those Child Nutrition employees who are required to report by the Director of Child Nutrition Services shall receive 1 1/2 times base pay for hours required to work. If such Child Nutrition employees are called in for less than the normal scheduled work day, the balance of the day will be paid at the regular rate.

3. When school is closed due to inclement weather, custodians / maintenance/ mechanics will be paid at their regular rate for the number of hours normally scheduled, however, these hours will not be considered “hours worked” for overtime calculations purposes. If they are directed to work, they will be paid at time and one-half for hours worked. If such employees are called in by the Manager or designee and consistently do not report during the school year, such employees will be charged a sick day, personal day, or vacation day, as applicable.

B. Article 13 (A) and (B) shall have no application to days on which the start of school is delayed or where school is dismissed early. Employees directed to come in late or permitted to leave early will be paid for their regularly scheduled work day.

ARTICLE 14

NON-STRIKE AGREEMENT

A. The Association and its individual members agree that a “strike” is not in the interest of the children of Kentwood Public Schools; therefore, the Association and its individual members agree not to strike as long as the Agreement is in effect.

B. As used in this article, the word “strike” shall mean the concerted failure to report for duty, the willful absence from ones’ position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or in the rights, privileges, or obligations of employment. Nothing contained in this article shall be construed to limit, impair, or affect the right of any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

ARTICLE 15

NEGOTIATION PROCEDURES

A. It is understood that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. Negotiations shall be started no later than March 1, unless a different date is mutually agreed upon by the parties hereto.

C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 16

MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now or hereafter employed by the Board plus thirty (30) additional copies shall be provided to the Association.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.

ARTICLE 17

WAGES, PAY STEPS, AND OTHER COMPENSATION

A. Wages

The hourly rates to be paid for each classification are detailed in Appendix A.

B. Step Increase/Placement

1. On July 1st each employee will automatically advance to the next step on the pay scale in his/her classification until the top step is reached.

   Exception: New employees whose initial date of employment is after February 1 will not receive a step increase on July 1 the first year of employment. They will remain on the same step of the new salary schedule effective July 1st until the next year (July 1 of the subsequent fiscal year).

2. An employee may be allowed credit, at the discretion of the Executive Director for Human Resources, for experience outside of the Kentwood Public Schools.

3. A bargaining unit member changing from one classification to another classification will normally be placed on Step 1 of the new classification unless previous experience would qualify the employee to be placed above step 1 Previous experience as it relates to qualification for step placement will be determined by the Executive Director for Human Resources.

C. Retirement Incentive Pay

An employee with ten (10) years or more of service within the bargaining unit upon retirement, shall be compensated for any unused accumulated sick leave as follows:

1. Custodians/Maintenance/Mechanics
   $30.00/day

2. Bus Drivers, Child Nutrition, and Paraprofessionals
   Employees working 15 or more hrs. per week $20.00/day
   Employees working less than 15 hrs. per week $15.00/day

D. Pay Level Guarantee

In the implementation of this contract no employee shall receive a lesser salary for his/her present unit classification than he/she received the previous year unless the employee requests a change of unit classification, or requests a shift change.

E. Pay Periods/Paychecks

Pay periods will normally be each fourteen (14) calendar days on alternate Fridays. Pay dates are published at the beginning of each school year. Holidays and vacation

periods will sometimes require that payroll be processed on a different schedule which will slightly alter when timesheets are due.

All employees are required to have paychecks deposited via direct deposit to a registered financial institution. On occasion checks will be sent by U.S. mail to the home address of the employee. A current address should be on file with the Human Resources Office.

The paycheck will include compensation for all approved hours worked through the previous Sunday evening (midnight), provided that the time sheet included up-to-date information. Time sheets (paper and electronic) are due in the Payroll Office one week prior to payday to allow for timely and accurate processing. (In some cases the hours worked on the Saturday and Sunday immediately prior to payday will need to be included in the subsequent paycheck.)

F. Other Compensation

1. Mileage Reimbursement

Employees required to use their personal vehicle for the benefit of the district shall be reimbursed at the rate allowed by the Internal Revenue Service. Child Nutrition employees transporting food or materials in their own vehicles will receive the same I.R.S. rate with a minimum reimbursement of $1.58 per trip.

2. Bus Drivers - Extra Trip Pay

a. All extra trips shall be paid at the driver's current rate of pay.
  i. There will be a two (2) hour minimum for extra trips on Saturday and Sunday.

3. Pre-Trip Inspection/Incidental Duty Pay

a. To compensate drivers for miscellaneous duties, they will be compensated an additional fifteen (15) minutes per day for each day actually worked at their regular run hourly rate. If a driver utilizes another bus in the fleet for an additional run, they will be allotted another fifteen (15) minutes. These duties include: Meeting with supervisor regarding forms, routes, discipline, complaints, mechanical problems, etc.; pre-trip inspections; fueling; cleaning inside of bus, etc. Drivers do not have to check engines. Layover time between daily runs shall be paid for 30 minutes or less.

4. Custodians/Maintenance

Building checkers must work the scheduled work day before to be eligible to make the check. Building checks will be paid at time and one half the bargaining unit members' hourly rate with one hour minimum.

a. Call-in pay for Custodians/Maintenance will be equal to the hours worked as a result of the call in at a rate of one and one half times his/her normal rate of pay.

5. Categorical Instructional Paraprofessionals

Paraprofessionals assigned in self-contained EI, ASD or MoCI classrooms will have the opportunity to earn an additional $750 stipend, to be paid in two lump sum payments ($375), one each semester.

Additional conditions apply as follows:

- Employees must agree to participate in relevant training deemed appropriate by the Special Education Director/Supervisor or Building Administrator (i.e. CPI).
    - If training occurs outside of the normal work day, the employee will be compensated at their regular hourly rate.
- The employee must not exceed 3 absences per semester
    - Absences due to extenuating circumstances may be reviewed for approval at the discretion of Human Resources.

6. Snow Plow Crew

KESPA employees assigned to the snowplow crew (up to nine) shall receive an extra duty payment in the amount of $2,072, for snow plow responsibilities to maintain clear and safe pathways during winter months.

Snow Plow Crew is in effect November 1st through March 31st. A one-time payment is scheduled for the last paydate in March.

The following conditions apply:

- Payment is available to a maximum of 9 staff;
- Vehicles are not to be driven home unless approved by Manager of Facilities and Operations or designee, in advance;
- Overtime is not permitted for this additional work unless approved by Manager of Facilities and Operations or designee, in advance;
- No more than nine (9) KESPA snow crew individuals shall be identified and names submitted to Executive Director of Finance and Business Operations office no later than November 15th.
- An extra $500 will be available to staff responsible for salt as appointed by the Manager of Facilities and Operations; this name shall be submitted to Executive Director of Finance and Business Operations office no later than November 15th.
- Only two (2) missed snowplow dates are allowed to be eligible for stipend. Extenuating circumstances may be considered by Executive Director of Finance and Business Operations.

ARTICLE 18

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2026, upon ratification by the parties and shall continue in effect until June 30, 2029. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date as indicated. However, upon mutual agreement, renegotiation of part or all of this Agreement may take place at any time during the term of this contractual Agreement.

ASSOCIATION

Uniserv Director

KESPA President

Chief Negotiator

Date August 13, 2026

BOARD OF EDUCATION

President

Secretary

Chief Negotiator

Date 8-13-2026

Appendix A

Kentwood Public Schools

KESPA Agreement
7/1/2026-6/30/2029

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 14	Step 18	Step 22
Baker/Production & Utility											
	26-27	19.43	19.81	20.22	20.92	22.30	22.57	22.96	23.48	24.13	24.69
	27-28	20.11	20.50	20.93	21.65	23.08	23.36	23.76	24.30	24.97	25.55
	28-29	20.71	21.12	21.56	22.30	23.77	24.06	24.47	25.03	25.72	26.32
Child Nutrition Service Driver											
	26-27	20.44	20.97	21.43	21.56	22.60	22.88	23.26	23.78	24.43	25.00
	27-28	21.16	21.70	22.18	22.31	23.39	23.68	24.07	24.61	25.29	25.88
	28-29	21.79	22.35	22.85	22.98	24.09	24.39	24.79	25.35	26.05	26.66
Bus Driver											
	26-27	20.97	21.43	21.56	22.60	22.82	23.08	23.47	23.99	24.64	25.19
	27-28	21.70	22.18	22.31	23.39	23.62	23.89	24.29	24.83	25.50	26.07
	28-29	22.35	22.85	22.98	24.09	24.33	24.61	25.02	25.57	26.27	26.85
Trip Rate											
	26-27	Driver's contract rate									
	27-28	Driver's contract rate									
	28-29	Driver's contract rate									
Custodian & Maintenance											
Class I - Custodian											
	26-27	19.43	19.81	20.22	20.92	22.30	22.57	22.96	23.48	24.13	24.69
	27-28	20.11	20.50	20.93	21.65	23.08	23.36	23.76	24.30	24.97	25.55
	28-29	20.71	21.12	21.56	22.30	23.77	24.06	24.47	25.03	25.72	26.32
Class III - HC/Shuttle											
	26-27	20.44	20.97	21.43	21.56	22.60	22.88	23.26	23.78	24.43	25.00
	27-28	21.16	21.70	22.18	22.31	23.39	23.68	24.07	24.61	25.29	25.88
	28-29	21.79	22.35	22.85	22.98	24.09	24.39	24.79	25.35	26.05	26.66
Class IV - Maintenance/Grounds											
	26-27	22.33	22.74	23.19	23.62	24.12	24.39	24.79	25.30	25.96	26.51
	27-28	23.11	23.54	24.00	24.45	24.96	25.24	25.66	26.19	26.87	27.44
	28-29	23.80	24.25	24.72	25.18	25.71	26.00	26.43	26.98	27.68	28.26
Class V - Skilled Trades											
	26-27	27.64	28.28	28.87	29.52	30.12	30.38	30.79	31.30	31.95	32.51
	27-28	28.61	29.27	29.88	30.55	31.17	31.44	31.87	32.40	33.07	33.65
	28-29	29.47	30.15	30.78	31.47	32.11	32.38	32.83	33.37	34.06	34.66
Mechanics											
	26-27	27.64	28.28	28.87	29.52	30.12	30.38	30.79	31.30	31.95	32.51
	27-28	28.61	29.27	29.88	30.55	31.17	31.44	31.87	32.40	33.07	33.65
	28-29	29.47	30.15	30.78	31.47	32.11	32.38	32.83	33.37	34.06	34.66
Paraprofessionals											
General											
	26-27	17.42	17.85	18.29	18.75	19.22	19.70	20.19	20.70	21.21	21.77
	27-28	18.03	18.47	18.93	19.41	19.89	20.39	20.90	21.42	21.95	22.53
	28-29	18.57	19.02	19.50	19.99	20.49	21.00	21.53	22.06	22.61	23.21
Instructional/Attendance											
	26-27	17.88	18.33	18.78	19.25	19.74	20.23	20.73	21.26	21.79	22.34
	27-28	18.51	18.97	19.44	19.92	20.43	20.94	21.46	22.00	22.55	23.12
	28-29	19.07	19.54	20.02	20.52	21.04	21.57	22.10	22.66	23.23	23.81
Special Education											
(self contained, ASD, MoCI, EI)	26-27	18.75	19.22	19.70	20.18	20.70	21.21	21.75	22.29	22.85	23.41
	27-28	19.41	19.89	20.39	20.89	21.42	21.95	22.51	23.07	23.65	24.23
	28-29	19.99	20.49	21.00	21.52	22.06	22.61	23.19	23.76	24.36	24.96

Appendix B

FINAL DISTRIBUTION:
1 - Aggrieved
1 - Immediate Supervisor
1 - Superintendent of Schools
1 - Grievance Chairperson
1 - KCEA UniServ Director

KENTWOOD PUBLIC SCHOOLS
SUPPORT STAFF
GRIEVANCE COMPLAINT FORM

Name (s) of Grievant(s)_____

Building _____Class of Grievance_____

Date cause of grievance occurred _____

Statement of facts leading to alleged violation:

Specific article(s) and sections alleged to have been violated:

Relief sought:

A. STEP 1 (Discussion)
(Within 10 work days of alleged violations)

Date of meeting with supervisor_____

B. STEP 2 (Written – to Immediate Supervisor)

1. Filing Request (within 10 work day of conference in Step 1.)

Grievant Date Grievance Chairperson Date

2. Response (from Supervisor within 10 work days of Step 2

Disposition by Supervisor:

Signature of Supervisor Date

C. STEP 3 (Written – to Superintendent or Designee)

1. Filing Request (Within 10 work days of receipt of Step 2 response)

Grievant Date Grievance Chairperson Date

Date of meeting _____ (within 10 work days of receipt of Step 3 request)

2. Response (within 5 work days of Step 3 meeting)

Disposition by Superintendent or Designee:

Signature of Superintendent or designee Date

D. STEP 4 (Arbitration). Request to appeal the dispute to an impartial arbitrator. (within 20 work days of receipt of Board response in Step 4)

Grievant Date Grievance Chairperson Date

Appendix C

Full-Time KESPA Support Staff Insurance Options July 1, 2026 - July 31, 2029			
	Option I **MESSA Balance+**	**Option II** **MESSA ABC Plan 1**	**Option III** **MESSA ABC Plan 2**
Monthly Employee Cost	Full-Time Employee working 30 or more hours per week Full-Time Employees who elect MESSA Balance+ will pay the difference between the PA152 Cap amount and the plan premium. The Board shall pay the premium for Dental, Vision, Life, AD&D and LTD.	Full-Time Employee working 30 or more hours per week Full-time employees who elect MESSA ABC Plan 1 will pay the difference between the PA152 Cap amount and the plan premium. The Board shall pay the premium for Dental, Vision, Life, AD&D and LTD.	Full-Time Employee working 30 or more hours per week Full-time employees who elect MESSA ABC Plan 2 will pay the difference between the PA152 Cap amount and the plan premium. The Board shall pay the premium for Dental, Vision, Life, AD&D and LTD.
Cash In Lieu	N/A	N/A	N/A
Medical	**Deductible:** Single: $1,700.00 2 Person: $3,400.00 Family: $3,400.00 Office Visit - $25 Copay (deductible does not apply) 20% Co-Insurance once deductible is met. Includes Accident, Hospital & Critical Illness Indemnity Plans	**Deductible:** Single: $1,700.00 2 Person: $3,400.00 Family: $3,400.00 After deductible is met in-network services are covered at 100%	**Deductible:** Single: $2,000.00 2 Person: $4,000.00 Family: $4,000.00 After deductible is met in-network services are covered at 100%
Prescription	**5-Tier Rx** After deductible is met $10 generic, $40 preferred, $80 brand name All other Rx - 20% Co-Insurance up to $300 max	**5-Tier Rx** After deductible is met $10 generic, $40 preferred, $80 brand name All other Rx - 20% Co-Insurance up to $300 max	**3-Tier Rx** After deductible is met $10 Generic Preferred and Brand Name - 20% Co-insurance up to $100 max
Dental	**Delta Dental** Plan year January - December	**Delta Dental** Plan year January - December	**Delta Dental** Plan year January - December
Vision	**Vision Service Plan** Plan year is January - December.	**Vision Service Plan** Plan year is January - December.	**Vision Service Plan** Plan year is January - December.
Life Insurance	$10,000 Life - $10,000 AD&D	$10,000 Life - $10,000 AD&D	$10,000 Life - $10,000 AD&D
Long Term Disability	66.67% of monthly salary to a maximum of $5000 per month	66.67% of monthly salary to a maximum of $5000 per month	66.67% of monthly salary to a maximum of $5000 per month
Footnotes			
	Full plan details available on the KPS Website **PA152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations. Updated plans will be posted to the website.** **Employee premiums will be adjusted annually to reflect rates given by MESSA**	**Full plan details available on the KPS Website** **PA152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations. Updated plans will be posted to the website.** **Employee premiums will be adjusted annually to reflect rates given by MESSA**	**Full plan details available on the KPS Website** **PA152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations. Updated plans will be posted to the website.** **Employee premiums will be adjusted annually to reflect rates given by MESSA**

	Option IV MESSA Choices	Option V Dental, Vision, CILO
Monthly Employee Cost	Full-Time Employee working 30 or more hours per week Full-time employees who elect MESSA Choices will pay the difference between the PA152 Cap amount and the plan premium. The Board shall pay the premium for Dental, Vision, Life, AD&D and LTD.	Full-Time Employee working 30 or more hours per week Full-time employees not electing a MESSA Medical plan will elect Option V. The Board shall pay the premium for Dental, Vision, Life, AD&D and LTD.
Cash In Lieu	N/A	Full-time employees receive $100 monthly cash compensation. *Must provide proof of medical insurance coverage
Medical	**Deductible:** Single: $500.00 2 Person: $1,000.00 Family: $1,000.00 Office Visit - $20 Copay Emergency Room - $50 Copay 10% Co-Insurance once deductible is met.	There is no medical coverage with this option
Prescription	**5-Tier Rx** $10 generic, $40 preferred, $80 brand name All other Rx - 20% Co-Insurance up to $300 max	There is no prescription coverage with this option
Dental	**Delta Dental** Plan year January - December	**Delta Dental** Plan year January - December
Vision	**Vision Service Plan** Plan year is January - December.	**Vision Service Plan** Plan year is January - December.
Life Insurance	$10,000 Life - $10,000 AD&D	$15,000 Life - $15,000 AD&D
Long Term Disability	66.67% of monthly salary to a maximum of $5000 per month	66.67% of monthly salary to a maximum of $5000 per month
Footnotes		
	Full plan details available on the KPS Website **PA152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations. Updated plans will be posted to the website.** **Employee premiums will be adjusted annually to reflect rates given by MESSA**	**FULL-TIME EMPLOYEE** working 30 or more hours per week