

AGREEMENT 4231

PRE-K AND SCHOOL AGE CHILD CARE

WORKING AGREEMENT

EFFECTIVE JULY 1, 2010 – JUNE 30, 2013

**KENTWOOD PUBLIC SCHOOLS
5820 EASTERN AVENUE SE
KENTWOOD, MI 49508**

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PRE-K AND SCHOOL AGE CHILD CARE WORKING AGREEMENT

UNCLASSIFIED AGREEMENT #4231

Effective July 1, 2010 – June 30, 2013

Conditions of Employment for the following Personnel:

Preschool Aide
Preschool Teacher
Team Leader
SACC Program Leader
SACC Class I Assistant
SACC Class II Assistant

CONDITIONS OF EMPLOYMENT

A. Probationary / Trial Period

1. SACC and Pre-K employees, employed by the District for the first time, shall serve a sixty (60) work day probationary period.
2. Upon completion of the above specified probationary period, the employee shall be considered a regular employee. If, at any time prior to the conclusion of the probationary period, the employee's work performance is unacceptable, the employee is subject to immediate dismissal.
3. SACC Leaders and Pre-K Teachers employed for the first time in that position shall serve a one year (school year) probationary period. SACC leaders and Pre-K Teachers who do not complete a successful trial period will be returned to their original classification.
4. All regular employees, who apply for and are accepted to a new classification, shall serve a 30-day trial period.
5. All regular employees, who are involuntarily transferred to a new classification, shall not be required to serve a trial period in the new classification, and will not be placed at a lower step for the new classification.
6. Those employees who change classifications shall maintain all accrued sick leave and vacation time.

Pre-K and SACC

B. Assigned Length of Work Day and Work Year

1. School Age Child Care
 - a. The employer shall establish a consistent weekly work schedule for the SACC personnel. However, due to the unusual nature of the program, employees will be required to work unscheduled hours.
 - b. School year employees will receive first consideration, in order of the seniority, for hours that may be available during summers and breaks. No school year employee will lose hours to seasonal or summer employees.
 - c. If summer or break work hours are not available in the employee's classification, a regular school year employee may be offered hours in a lower classification, at their current step. The employee is not obligated to accept the lower paid position and can return to their regular position at the end of the break or start of the new school year.
 - d. Employees who substitute outside their regularly scheduled hours will be paid at the base rate when substituting in a higher classification and will be paid at their step in the lower classification when substituting in a lower classification.
2. Assignments are based on hours worked the prior year and seniority. Changes in hours are based on seniority. All yearly assignments are tentative pending enrollment.

C. Payroll Information (All Classifications)

1. Accrued earnings shall be distributed biweekly.
2. Other deductions may be available to employees, upon request, when such deductions are a practiced procedure of the business office.
3. Employees required to work more hours than their assigned work day or work year, shall be compensated at their regular rate of pay.
4. Employees recalled to work after leaving the premises for the day should be paid a minimum of two hours of work.
5. Employees being paid at an hourly rate shall be paid time and one half (1 ½) for each hour worked in excess of forty (40) hours during a single work week. For the purpose of this policy, a work week shall be defined as beginning on Monday and continuing through the following Sunday.

D. Leaves with Pay (Chargeable to sick leave)

1. After completion of sixty (60) work days, an employee shall earn paid leave time at the rate of one (1) hour sick leave for every twenty (20) hours paid, to a maximum of eighty (80) hours of sick leave per year, with unlimited accumulation.
2. Employees may use one (1) personal leave day (not accumulative) per year. In all cases, personal leave days are chargeable as paid sick leave. Written application must be submitted on a Change Of Status form, at least 3 weeks (except emergencies) in advance. Such leave shall not be taken the first working day preceding or following a holiday or vacation period, except with the approval of the Director of Early Childhood.

Employees who have 200 hours of accumulated sick leave as of June 30, of the previous school year will earn one additional personal day.

3. A maximum of one (1) employee from each program may be allowed to use their personal leave and/or vacation on the same day. Approval shall be given to the first employee who applies for the personal/vacation leave day. Approval for additional requests is contingent upon obtaining a substitute. Approval of leaves/vacations for same day will be based on date of request.

Personal leave and vacation day requests are subject to the following daily program quotas:

SACC	One (1) per day
Pre-K	One (1) per day

4. Employees requesting time off during the school year will be required to use their personal day or vacation time. NO UNPAID time off will be granted during the school year except for emergencies.
5. Accumulated paid leave time may be used for the following reasons and charged to sick leave.
 - a. **Personal Illness or Injury** - which renders the employee temporarily unfit for work.
 - b. **Illness in the Immediate Family** - (spouse, parent, grandparent, child, grandchild, stepchild, or stepparent) not to exceed five (5) days each school year.
 - c. **Funeral Leave** - Time necessary to attend the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed two (2) days per school year.

- d. **Workers Compensation** – Employees injured in the course of their employment are eligible to receive benefits under Michigan Workers' Compensation Act and the policies as established by Kentwood Public Schools for on the job injury.

E. Leaves with Pay (Not Chargeable to Sick Leave)

1. **Funeral Leave Immediate Family** - Paid leave time NOT chargeable to sick leave, includes bereavement for death in immediate family (spouse, parent, grandparent, child, grandchild, brother, sister, stepparent, stepchild, and parent-in-law) not to exceed five (5) days per incident.
2. Employees will receive additional paid leave days when subpoenaed for jury duty or to give testimony before any judicial or administrative tribunal. Request for such leave is to be submitted as soon as possible but not later than three (3) working days after the receipt of such notice. The employees are required to report to their Program Administrator when their presence is not required in court.
3. Employees will receive pay to attend employee workshops when required by the Employer. The Employer shall pay for reasonable workshop expenses.

General Provisions:

1. Extended illness or disability (including pregnancy) for a period in excess of ten (10) consecutive work days provided:
 - a. The employee shall submit a Change Of Status form and physician statement to the Coordinator or Director and specify the disability and its probable duration. The employee is to report to work on the date the employee's physician states employee is able to return to work.
 - b. Prior to returning, the employee must submit a signed statement from his/her physician stating the employee is capable of returning and performing the full duties of their assignment. A Change Of Status form must be submitted along with a physician's statement.
 - c. The employer shall have the right to request additional medical information or a review of medical records by a physician of its choice, at the employer's expense, whenever the length of the disability is in question. If disagreement arises, the employer may require examination, at the Employer's expense, by a mutually agreed upon physician.

- d. Failure to report to work on the date the disability ends, without notification, shall be considered as voluntary termination of employment except under emergency circumstances.
2. In all cases when employees find it necessary to be absent from work, they must notify the appropriate administrative office as soon as possible, but no later than two (2) hours prior to work time, stating the reason for their absence, unless directed otherwise by the Program Administrator. Exceptions can be made for emergency situations.
 3. The employer may at its discretion, require a medical report due to illness or injury in excess of three (3) consecutive days.
 4. Any employee who willfully violates or misuses this leave policy, or misrepresents any statement or condition under this policy, may be subject to disciplinary action including loss of pay.
 5. Employees must complete an Absence Report form immediately upon their return to work from such leave. The Absence Report form MUST accompany that week's time card.
 6. Only those employees regularly scheduled for summer hours shall be eligible for any form of paid leave during the summer.

F Holidays (All Classifications)

1. After completing sixty (60) work days, all employees shall be paid but not required to work on the following holidays, providing the employee works the scheduled work day before and the first scheduled work day after the holiday.

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

New Years Eve
New Years Day
Memorial Day
July 4th (Summer Program only)
Labor Day

2. In order to be paid for a holiday, it must fall within an employee's work schedule.
3. Employees not reporting to work the scheduled work day before and/or after the holiday MAY be paid upon recommendation of the immediate supervisor or Director for reasons of extenuating circumstances.

4. Employees scheduled thirty (30) hours or more during the summer program will be allowed one (1) floating holiday to be used in conjunction with the July 4th holiday as determined by the administration.

G. Vacations - School Age Child Care Only (Seniority as of June 30th)

More than 60 days, but less than (1) year Pro-rated portion of 5 work days

1-3 years	5 work Days
4-7 years	10 work Days
8 or more year	15 work Days

Vacations are to be scheduled by joint agreement between the employee and the Director of Early Childhood or their designee. School year employees, not working summer hours, but who qualify for vacation, shall be paid the balance of their vacation time on the 2nd pay day in June.

*Does not apply to seasonal staff, substitutes or temporary employees.

PRE-K STAFF DOES NOT EARN VACATION TIME

H. Leaves Without Pay

1. Leaves of absence without pay may be granted for a period not to exceed one (1) school year for the following reasons:
 - a. A medical leave of absence for personal illness or injury after paid leave days have been exhausted.
 - b. The conditions at home require the employee to remain at home to care for a child, spouse, or parent. The leave provisions of this agreement shall be consistent with the requirements of the Family Medical Leave Act. (FMLA)
2. Leave without pay may be granted under the following conditions:
 - a. Employees with more than eighteen (18) months of consecutive service are eligible for leaves without pay.
 - b. Written application, using a Change Of Status form must state the reason, and beginning and ending dates of the leave must be submitted at least 30 days prior to the leave; except in cases of emergency.
 - c. An employee shall apply for unpaid leave prior to exhausting all accumulated paid days.

3. Extensions of unpaid leaves of absence or leaves for any other reasons may be requested by the employee. The employer reserves the right to approve or deny such requests and to stipulate all the conditions for such leave, if granted.
4. Once a leave is approved an employee is eligible to return to work at the beginning of the next term or semester.

I. Inclement Weather

The SACC Director, Coordinator or their designee will establish a list of those employees EXPECTED TO WORK on “snow days”. Staff scheduled to work on snow days will be paid for the “snow day” and will receive pay for the hours worked on the snow day. All other staff will receive pay for the hours normally scheduled on that day. Staff designated to work on snow days, and who consistently do not report, will be charged a sick day, personal day or vacation day, as applicable.

J. Severance

Employees with eight (8) full years of service, or more, shall be compensated at the rate of fifteen (\$15.00) for each day of unused accumulated paid leave days upon resignation from the district.

K. Procedure for Suggestions and Complaints:

1. Any employee may discuss a suggestion, concern and/or complaint with his/her immediate supervisor at any time provided such discussions are confined to the time reasonably necessary and does not interfere with normal operations.
2. If a complaint is not satisfactorily settled or a suggestion, is not adequately credited, he/she is encouraged to submit it in writing in no later than three working days to his/her supervisor following a discussion with his/her supervisor. A copy of this writing shall be given to the Director of Early Childhood. A written response shall be returned within ten (10) working days.
3. If the written response to the suggestion or complaint given in item 2 is not satisfactory to the employee having filed the matter, it shall then be submitted, in writing to the Assistant Superintendent of Human Resources. Within five (5) working days, the Assistant Superintendent of Human Resources shall meet with the employee in an effort to resolve the concern.

4. The final decision shall rest with the Assistant Superintendent of Human Resources.

L. Discipline

Once an employee has successfully completed the required probationary period, they shall not be disciplined without just cause. Discipline includes warnings (verbal and written) reprimands, suspensions, and discharge. The Board agrees with the concept of progressive discipline, except in cases where there has been 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.

M. Evaluation

All staff will receive an evaluation following their probationary period and, at least once every (2) years thereafter.

N. Longevity Pay

For each year of this agreement, to be eligible for a step increase on July 1st, an employee must be employed on or before February 1, of the previous year.

Longevity Pay:

Fully Completed Years of Service

As of June 30th

0 – 9 years

10 – 14 years

15 – 20 years

Rate

-0-

10 cents per hour

15 cents per hour

Once a person qualifies for longevity, the longevity rate described above will be added to the hourly rate of pay and be paid for all hours compensated for in each paycheck.

O. Insurance Benefits: Pre-School and SACC Insurance Coverages

1. EMPLOYEES SCHEDULED TO WORK 30 OR MORE HOURS PER WEEK.

See Appendix A – Benefits Chart

*** Options above are available to elect or change during the month of September, except as indicated ***

2. EMPLOYEES SCHEDULED TO WORK 15 TO LESS THAN 30 HOURS PER WEEK

Life Insurance - \$5,000 Term Life Insurance w/AD&D

FLEXIBLE BENEFIT PLAN - The Board shall establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code. The cafeteria plan shall permit an employee who elects not to receive Board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this Agreement. The additional compensation shall be subject to all required tax withholdings. The Board may revise the cafeteria plan, as necessary, to comply with the requirement of the Internal Revenue Code.

P. HOURLY WAGE SCHEDULE – Effective July 1, 2010 through June 30, 2011.

School Age Childcare Hourly Wage Scale

Team Leader:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15.00	15.48	16.00	16.48	16.96	17.44

Program Leader:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
11.78	12.08	12.39	12.69	13.01	13.35

Program Assistant: Class I and Class II

Class I

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8.64	8.84	9.09	9.31	9.54	9.77

Class II

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.40	7.48	7.66	7.85	8.07	8.28

Pre-K Hourly Wage Scale

Teacher:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13.21	13.53	13.87	14.21	14.59	14.93

Pre-K Parapro:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.54	7.73	7.93	8.14	8.33	8.54

*** There will be a one-time off schedule payment to be included in the December 17, 2010 payroll for the 2010-2011 school year only according to the following guidelines:**

30+ hours/week	=	\$900.00
15-29.99 hours/week	=	\$250.00
1 – 14.99 hours/week	=	\$150.00