## MASTER AGREEMENT BETWEEN BELLEVUE COMMUNITY SCHOOLS AND BELLEVUE TRANSPORTATION DEPARTMENT

2022 - 2023 SCHOOL YEARS

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# An agreement between BELLEVUE COMMUNITY SCHOOLS BOARD OF EDUCATION AND THE

## BELLEVUE COMMUNITY SCHOOLS SCHOOL TRANSPORTATION DEPARTMENT

This contract entered into August 15, 2022, by and between the Board of Education of the Bellevue Community Schools, Bellevue, Michigan, hereinafter called the "Board" and the Bellevue Transportation Department hereinafter called the "Association" shall be known as the Negotiation Contract.

#### **PREAMBLE**

WHEREAS, the Board has an obligation, pursuant to Act 379 of the Michigan Public Acts of 1963, to negotiate with representatives of its employees personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

#### ARTICLE I - ASSOCIATION RECOGNITION

- 1. The Board hereby recognizes the Bellevue Transportation Department as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all school transportation department personnel employed by the Board excluding substitute drivers. It is recognized that membership in the Association shall not be a condition of employment nor used as a point of limitation in the rights, benefits or obligations under this agreement.
- 2. The Board agrees not to negotiate with any organization other than the personnel included within the bargaining unit described above for the duration of this agreement.
- Nothing contained herein shall be construed to deny or restrict any individual employee's
  rights he or she may have under the Michigan General School Laws or the right of the
  individual employee to confer with and raise issues or problems with appropriate
  supervisory personnel.
- 4. The term "Employer" when used hereinafter in this Agreement shall mean the Board of Education and its administrative agents. The term "employee," singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined herein. References to one gender shall include the other.
- 5. A regular employee in the bargaining unit is an employee hired to fill a vacancy in the bargaining unit and is regularly scheduled to drive on a daily basis. A substitute is a person employed to drive on a temporary basis in the absence of a regular employee being available or assigned.

#### **ARTICLE II - EMPLOYER RIGHTS**

- A. The Employer retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested by law, including by way of illustration and not by way of limitation, the following:
  - The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  - 2. The right to hire all employees and to determine their qualifications, to discharge, demote or otherwise discipline employees and to assign and transfer employees.
  - 3. The right to determine the size of the workforce, positions of employment and job descriptions.
  - 4. The right to establish, continue or revise personnel policies and/or rules and regulations regarding the workplace and the manner and method of performing work.
  - 5. The right to establish, modify, change or cancel any work business or school schedules, hours or days.
  - The right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - 7. The right to determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  - 8. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this agreement.

## ARTICLE III - ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives.
- B. Adequate parking facilities shall be made available to employees for their exclusive use whenever practical and possible. The existing phone facilities may be used by the Association. Long distance charges for non-school business shall be paid by the employee using the phone system.
- C. All grievances and negotiation activities shall take place outside of the regularly scheduled work hours for the personnel of this Association and at a time convenient to the Board or its agent and the Association. There will be no compensation for such meetings.

#### **ARTICLE IV - SENIORITY**

- A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service from the employee's most recent initial date of employment in a bargaining unit position, being the first day of work. Time spent on layoff or leave shall not constitute a break in continuous employment.
- B. New employees to the bargaining unit shall not accumulate or vest the right to exercise seniority until completion of forty-five (45) days of driving on a regular route. After completion, the employee shall be credited with the seniority rights from the date of hire. During the forty-five (45) day period the driver shall be in a period of probation and shall be subject to termination at the discretion of the Employer.
- C. The Employer shall prepare and maintain a seniority list showing the length of service of each employee of the bargaining unit. Two (2) copies shall be furnished to the Association each September. In the event more than one employee has the same date of employment, seniority ranking among them shall be determined by lowest social security number and/or longest duration of driving time with the school, which shall be certified to the Employer for the seniority list.
- D. Seniority shall be lost by an employee upon termination or resignation. Any person previously employed and rehired after having terminated his/her employment shall begin as a new hire from his/her most recent date of hire and shall not retain any seniority from his/her previous employment with the Employer. An employee who accepts a supervisory position with the employer shall retain the right for one year to exercise all seniority earned in the seniority classifications of the bargaining unit for return to a bargaining unit position. The period of service in the supervisory position shall not constitute a break in continuous employment and shall not accumulate as service time.
- E. In the event that there is a reduction in the number of bus drivers needed, driver reduction will be based in order on driver's evaluation, performance, attendance and if all these factors are even, then seniority. Laid off drivers will be recalled to the next available vacancy in the order in which they were laid off, within one year from the date of their layoffs.

#### ARTICLE V ASSIGNMENTS AND VACANCIES

#### A. Definitions:

- a. Route A "Route" is an established plan schedule with multiple stops used to transport students to and from school.
- b. Run A "Run" is the transportation of students by school bus used to transport students from Point A to Point B (multiple stops are not necessary).
- c. Shuttle- A "Shuttle" is the transportation of students by school bus between and/or among school buses between and/or among school buildings of the school district as part of the student's instructional day and which are not assigned as an extension of a regularly scheduled run. If the shuttle is longer than an hour the driver will report back to the bus garage and it will act as a single shuttle.

- d. Trip A "Trip" is the transportation of students by school bus to and from an event, contest, activity or field experience away from school locations used for regular school instruction.
- B. The routine daily transportation of students in the K-12 instructional program of the school district by school bus to and from their places of residence, to and from the facilities of the school district where instruction is provided and between facilities of the school district where instruction is provided, shall be work assigned to bus drivers in the bargaining unit on a regular route. Trips to be taken by students in a school bus is work which will be assigned to bus drivers in the bargaining unit through the trip rotation assignment procedures.
- C. The Employer and Association reserve the right to determine the equipment to be used in the transportation of students on regular routes, shuttles or trips. If it is determined that a school bus is to be used, the work will be assigned to a bus driver in the bargaining unit unless it is an ad hoc shuttle which can be done by the Transportation Supervisor or transportation clerk. No regularly scheduled shuttle shall be considered ad hoc. The Employer reserves the right to determine whether students will be transported by transportation services of another school district to and from educational facilities where students from both school districts are in attendance. During the term of this Agreement no bus driver shall be reduced in his or her hours of work as assigned in the school year as a result of any arrangement with another school district to transport students for the Bellevue School District. The Employer reserves the right to determine whether students will be transported by transportation services available from other sources on a contracted basis when special equipment is required and not already available from equipment owned by the school district.
- D. The Employer reserves the right to make changes in routes, runs, shuttles and/or stops at any time. The drivers will receive a five (5) days written notice before the elimination of the route.
- E. Drivers shall receive written notice of their driving assignments or changes in their assignments twenty-four hours before those assignments become effective.
- F. The Employer reserves the right to hire, assign, reassign and/or transfer bus drivers in its discretion and judgment. Whenever any vacancy occurs, the Employer shall publicize the same and give written notice of such vacancy to the secretary of the Association. Except for an emergency, no position shall be filled for ten (10) days after notice has been given to the secretary of the Association. In the case of an emergency, the Superintendent or his/her designee shall meet with the president of the Association to explain the emergency.

Any Bellevue District bus driver possessing the qualifications to apply for such vacancies may do so in writing to the Superintendent's office within a ten (10) day period. The Employer agrees to give due weight to each application.

G. Upon the completion of forty-five (45) days of driving on regular routes, drivers become eligible to participate in the seniority rotation for the assignment of trips. A substitute driver who is hired as a full-time driver and has driven for forty-five (45) days as a

substitute shall be able to take extra trips at the discretion of the transportation supervisor. If a substitute driver drives for 90 days continuously or longer for the same driver, the substitute shall be entitled to personal/sick day pay and be able to take their place in rotation for extra trips and substituting runs. A driver may be by-passed for a trip if there is another driver who is available for the trip without overtime rates being paid for the trip. Drivers must drive all continuous runs of their route which can be completed preceding the trip to be eligible for the trip. A driver is not eligible to drive a trip which conflicts with a continuous run, unless the driver elects not to drive the entire run with which the trip conflicts. The Transportation Supervisor may drive the trip or assign it to the least senior driver located should no driver accept the trip through the rotation procedure. The Employer may elect at any time in its discretion not to by-pass the driver and pay the overtime rates for the trip. An error in assignment shall be remedied by assignment to the next available trip.

- a. Extra Weekday and weekend trip rotations will be recorded on two separate columns on rotation sheet:
  - i. Rotation Sheet Each driver signs his own name, date, time with "yes" or "no" in rotation. All trips will be signed in rotation by 2:30 p.m. Friday for trips the following week. A driver may be by-passed in rotation by the Transportation Supervisor if he/she feels a driver is intentionally holding up rotation after verbal warning is given. Any changes in trip assignments (white outs, by passes etc.) should be approved and initialed by the transportation supervisor.
- H. Late trips posted after Friday at 2:30 p.m. to be filled by a separately posted "emergency" rotation list in a running rotating seniority manner. The emergency rotation (which starts at top of the seniority list for each occurrence) will only be used if a driver cancels on a trip.

Regular drivers may be assigned on a rotating basis regular runs, summer runs, special education runs, field trips, special trips, shuttles and extra trips when no regular driver or substitute has voluntarily accepted the offer.

I. (See) Drivers Handbook for additional contractual obligations/rights.

#### ARTICLE VI - COMPENSATION, BENEFITS AND PRIVILEGES

- A. The rates of pay for employees covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement and such schedule shall remain in effect for the term of this contract. Rates for subsequent years are to be negotiated.
- B. A school year equals the number of student days scheduled. Employees shall receive pay only for time and/or runs actually worked on a scheduled work day unless expressly provided by the terms of this Agreement. On scheduled work days which are cancelled due to the cancellation of student instruction because of conditions not within the control of school authorities such as "Act of God Days" (inclement weather, epidemic, mechanical breakdowns) or health conditions as defined by the city, county or state health authorities, employees will not be paid for such days if the cancelled student instruction day is one that will be rescheduled. If the cancelled day is not to be

rescheduled, employees will be paid for the day when required to meet the required work year schedule. Drivers will also be paid for the first five (5) "Act of God Days" during the course of the year. Except, if they have reported for work before notice of cancellation has been received, they shall receive \$15.00 if they do not otherwise receive pay for the day. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular rate of pay.

- C. The Board of Education will reimburse the driver at the time of renewal the full cost of the license required by law to drive a school bus, regardless of length of duty of the driver.
- D. All employees shall complete the necessary physical examinations, immunizations, X-rays, etc. as required by the Board. The Board will pay for the required annual physical examination for each school bus driver.
- E. <u>Insurance The School will make available to all employees working an average of 1300 hours a single subscriber Minimum Essentials Insurance Plan. The 1300 hours consist of 130 hours a month at 10 months over the measurement period starting November running through October. This measurement period will exclude the 2 months of summer break. For 2022-2023, the MESSA Essentials Program will be the Insurance Package being offered.</u>

Those eligible employees will receive a subsidy of the single subscriber rate. The school paid subsidy shall be as follows: the Board will pay an amount equivalent to the monthly hard cap under PA 152 for the employee-only level of coverage. Additional amounts for dependent coverage are fully paid by the member. Eligible drivers not electing District Health Insurance shall receive \$1300.00 as cash in-lieu paid annually in June of each fiscal year, prorated for the months actually worked. To qualify for cash in lieu employees must have completed the election waiver and demonstrated they are covered on another health insurance plan within 30 days of eligibility.

Individuals who do not meet the criteria for district provided insurance may, at their own expense, purchase medical insurance through the school district. The execution of this clause will be dependent upon the district being able to secure a carrier for the insurance.

#### **ARTICLE VII - LEAVES**

A.

- 1. The paid leave days shall be credited to an individual at the beginning of the year or the start of employment to a maximum of the (10) days. Starting with the school year the paid leave days shall be credited to an individual at the rate of one (1) day per month (August May) working one day during the current month. Paid leave may be used in advance with approval of the administration.
- 2. Incentive for perfect attendance in which a driver earns one day per month of employment up to 10 days. The incentive will be paid at the first pay period of the

following months (September - June). Drivers who have perfect attendance will be paid on all of their assigned runs at the rate of 140% of their daily route and run rates.

- 3. The paid leave days shall not be cumulative from year to year.
- B. Not more than two requests for personal leave will be granted at any one time without the express prior approval of the Transportation Supervisor. Drivers shall submit their requests for personal leave to the Transportation Supervisor at least 72 hours in advance except in the cases of emergency where there is no advance notice to the bus driver.
- C. The employer reserves the right to require a physician's statement upon return from absence due to extended illness or injury requiring hospitalization and/or under a doctor's care.
- D. The Board of Education grants to each employee covered by this contract three (3) paid bereavement days for death in the immediate family only: mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents. In the case of a death of a spouse or child the employee may use and shall be paid ten (10) days for bereavement purposes. Under extenuating circumstances, the superintendent may grant additional days.

#### E. Other Leaves

- 1. Employees may, at the discretion of the Board of Education, be granted voluntary leaves of absence without pay not to exceed 90 days during any school year. Any leave of absence which extends beyond the 90-day period will result in loss of seniority for the employee. Exceptions to this regulation would be cases of major surgery or extended illness, in which cases the Board of Education may grant extensions. All such requests must be submitted in writing to the administration and association and the full conditions of the agreement must be in writing including the assignment of the employee upon return and effect, if any, of leave on the salary schedule. Upon approval of the Transportation Supervisor and the Association, the driver may terminate the leave earlier.
- 2. A leave of absence up to two (2) weeks may be approved by the Transportation Supervisor.
- 3. All leaves of absence are to be without pay.
- F. Jury Duty Absence for jury duty provides that the Board shall pay in salary only the amount equal to the difference between the driver's salary as computed on a daily basis and the pay received for the jury service per day.

#### ARTICLE VIII - GRIEVANCE PROCEDURE

- A. Definition: A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the Bus Supervisor to act as its representative at level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.

- D. Written grievances as required herein shall contain the following:
  - a. It shall be signed by the grievant or grievants;
  - b. It shall be specific;
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - d. It shall quote at length the section or subsections of this contract (or written board policy) alleged to have been violated;
  - e. It shall contain the date of the alleged violation;
  - f. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One: A bus driver believing himself/herself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of its alleged occurrence orally discuss the grievance with the bus supervisor in an attempt to resolve the same. If no resolution is obtained within three (3) days of the discussion, the bus driver shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.
- F. Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of the receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association President, and Bus supervisor, and place a copy of same in a permanent file in his/her office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than nine (9) days prior to the next regularly scheduled board meeting.
- G. Level Three: Upon proper application as specified in Level Two, the Board shall allow the bus driver or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievances, provided however, that in no event except with express written consent of the Association shall give final determination of the grievance be made by the Board more than one month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the bus supervisor, the grievant and the Secretary of the Association.
- H. Level Four: If the decision of the Board is unsatisfactory to the Association and the bus driver, they may proceed to appeal the decision to mediation as provided by law.

- I. Should a bus driver fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the bus driver's employment) shall be barred.
- J. The Association shall have no right to initiate the grievance involving the right of a bus driver or group of bus drivers without the bus driver or drivers express approval in writing thereon.
- K. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a bus driver or a participating Association representative are to be at their assigned duty stations.

#### ARTICLE IX DURATION OF AGREEMENT

#### A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Association.

This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

At the written request of either party prior to June 30th of each year of this agreement, wages and one additional issue per party may be re-opened for negotiation. Any tentative agreements reached in such negotiations shall be subject to ratification by both parties.

#### B. Separability

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

#### C. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain

collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### D. Continuity of Operations

The Association recognizes that strikes by public employees as defined by Section 1 of the Public Employment Relations Act of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any bus driver or group of drivers.

#### E. Term of Agreement

This Agreement shall become effective August 15, 2022 following ratification by the bargaining unit and the Board of Education and shall continue in effect through August 15, 2023, at which time it shall terminate unless extended by written agreement of the parties. No terms shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement.

During the term of this Agreement copies of this Agreement shall be printed by the Board and furnished to all member personnel of this Association now employed and hereafter employed.

#### F. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

#### **SCHEDULE A - PAY SCALES**

2022 to 2023 with options to open this schedule for the second year of this contract.

- A. Morning, Noon, Afternoon, Summer School routes will be paid at a rate of \$34.00 per route for Classification B 21 to 35 miles. Classification A under 20 miles \$29.00 per route. Additional \$.42 per mile for each mile beyond 35 miles.
- B. Trips, Compensation Pay Schedule
  - a. \$15.00 per hour for trips driven Monday through Friday.
  - b. \$15.00 per hour for trips driven on Saturdays, Sundays, Holidays, and summers (starts the day after the last day classes are held until the day before the first day of classes the following school year)
  - c. Minimum of two (2) hours pay for a trip inclusive of cleaning the bus and related duties.
  - d. Minimum of three (3) hours pay for a trip inclusive of cleaning the bus and related duties who gives up a regular run to take a trip.

e. Additional time of 15 minutes shall be added to special trips both before (pre-trip) and after (post-trip) the trip to clean the bus.

#### C. Drivers are paid:

- a. \$15.00 for reporting to work and delayed in starting their route by fog, snow, etc.,
- b. \$15.00 for time on breakdowns on route, minimum of one hour for such delay.
- c. \$15.00 to wash their bus once per week (22 weeks X6 = 126)
- d. \$15.00 for attending meetings, including student/bus behavior
- e. \$15.15 for shuttles between schools
- f. \$15.00 for random drug testing and annual physical drug testing required by law for any bus driver reporting to another school district for the test and reimbursed at the IRS rate for mileage. This exam shall be provided by the designated school doctor.
- g. Drivers who report to their pickup points to begin a scheduled extra trip will be paid their regular route pay for reporting.
- h. Drivers shall be paid for eight (8) holidays; Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day. Drivers shall receive pay for these holidays during the pay period in which they occur.
- i. Drivers admission fee to spectator events to be reimbursed by Employer if applicable.
- j. \$15.00 paid per hour for attendance at driver qualifying schools. Also, they shall receive a meal allowance of \$6.75 per day while in attendance of the above and be reimbursed at the IRS rate for mileage. Payment for school will be made only if the bus driver qualifies and passes the test.
- D. All employees within the unit are covered by Worker's Compensation as required by law.
- E. The Transportation Clerk shall assist the transportation supervisor with clerical and administrative duties related to the transportation operation. The schedule is dependent on route schedules and made by the Transportation Supervisor. The clerk shall be paid the same Holidays and Professional Development days as the drivers.
  - a. The transportation clerk will be paid at the following pay schedule:
    - i. 2020/2022: \$10.25 per hour

## 2022-2023 Agreement of the Transportation Contract

BELLEVUE TRANSPORTATION

**PEPARTMENT** 

President

Vice President

BELLEVUE COMMUNITY SCHOOLS

President

Secretary

## Addendum #1

### **Revenue Sharing Agreement**

If the district ends the 2022-23 school year with the revenues exceeding the district expenditures a one-time off schedule payment of \$750 will be given to each transportation driver who has worked the full school year. If a driver leaves the district prior to the end of the 2022-23 school year they will not qualify for the Revenue Sharing Agreement. For any drivers that start after the school year begins and continues with the district through the year they will get a prorated payment based on the number of days worked. The payment would take into account the cost of retirement and FICA.

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