

MASTER AGREEMENT

BETWEEN

FOREST HILLS PUBLIC SCHOOLS
BOARD OF EDUCATION

AND

FOREST HILLS BUS DRIVERS
ASSOCIATION

JULY 1, 2004 – JUNE 30, 2006

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AGREEMENT

This Agreement is entered into this first day of July, 2004, by the Board of Education of the Forest Hills School District, Kent County, Michigan, hereinafter called the "Board" and the Forest Hills Bus Drivers Association, hereinafter called the "Association" and shall be extended to June 30, 2006.

This Agreement constitutes, in written form, the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term of this Agreement. It supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and the Association. It is further understood and agreed that only the Superintendent or designee may issue policies concerning wages, hours and working conditions which are binding on the Board and then only if in writing and signed by the issuer. This contract is subject to amendment, alterations or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through exercise of its management rights without prior negotiations during the life of this Agreement.

Upon written notice by the Association on or before February 1 of the last effective year of this Agreement, renegotiations of the Agreement may commence.

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all bus drivers, including alternate drivers, but excluding substitute drivers, mechanics, garage employees and all other employees within the transportation department. The term "driver", when used hereinafter in this Agreement shall refer to all drivers represented by the Association as above defined.

ARTICLE II
NEW DRIVERS AND ASSOCIATION MEMBERSHIP

- A. Probationary Employee
At each time of hire, a driver will be considered a probationary employee for thirty (30) work days. Benefits will start to accumulate after a successful completion of the probationary period. The responsibility to sign up for benefits rests with the eligible employee.
- B. Agency Shop
1. All present employees covered by this Agreement shall be required to pay Association dues or a service fee as permitted by law (prior year) to the Association. Employees who had previously paid the amount of association dues to the Forest Hills Education Foundation will be permitted to continue paying the amount of the service fee as allowed by law to the Forest Hills Education Foundation.
 2. All employees hired hereinafter shall be required, as a condition of employment and upon completion of their probationary period, to join the Association or pay a service fee.
 3. Any service fee made under this section shall be set at the amount of an Employee's fair share of costs attributable to negotiating and administering the terms of this Agreement, pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to the policy. The service fee shall not exceed the amount of association dues collected from association members and may be paid to the Association. In the event that the employee shall not pay such service fee directly to the Association, or authorize payroll deduction, the employer shall, pursuant to MCLA 408.477;MSA 17.277(7) and at the request

of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts. The Association treasurer shall provide the Board an accurate list of Association members and the amount of dues that are to be deducted. This list will be submitted within ten (10) work days after the first day of school. The name and amount of the deduction of any new member shall be provided to the Board within five (5) work days from the date of hire.

ARTICLE III

DEFINITIONS

- A. Full Time Driver: Any driver that drives an assigned route
- B. Special Education Driver: As defined in Route Selection:
Special Education Route Requirements
- C. Regular Wage: Drivers compensation
- D. Premiums: Rates in addition to regular wage
- E. Trip Pay: Compensation paid for trips
- F. Standby Time: Mandatory time drivers are being held for potential
nonscheduled duties
- G. Designated Pay Period: The pay period will be concurrent and consist of a
Board designated and posted fourteen (14) day
period.
- H. Shuttle: Transportation of students for instructional purposes. This shall
include but not be limited to transportation of students between
facilities and/or home.
- I. Run: Transportation of an identifiable group (i.e. high school,
middle school, 5/6, elementary, environmental) of students
between home and school.
- J. Route: Driver's daily assignment (i.e., a.m. and p.m.
high school and elementary, 5/6 run, environmental,
or collection of special needs student pickup and dropoffs. Routes
may also consist of single runs.)

- K. Trips: Transportation of students for extra-curricular activities for educational purposes on a non-continuous basis. This shall include field trips.
- L. Regular School Year: As defined by the board approved district calendar
- M. Alternate Driver: Any full-time driver from the 2002-2003 school year who no longer has an assigned route as of August 11, 2003.

ARTICLE IV

EMPLOYMENT CONDITIONS

Vacancies

A vacancy shall be considered to be an open position created by retirement, resignation, termination or a newly created position in the department. If in the determination of the board, it is to be filled, it will be posted within sixty (60) work days of the opening. All vacancies will be posted in a conspicuous place in each building of the district at least five (5) work days before the vacancy is advertised publically or filled permanently. The postings shall contain the work location and the hours expected to be worked. A job description will be made available upon request. A copy of all Transportation postings shall be forwarded to the Association's president. Route selection and the filling of a new or vacated route shall follow a different procedure, covered elsewhere in this agreement.

ARTICLE V

SENIORITY

- A. Seniority shall be defined as the length of continuous service as a driver for the Forest Hills Public Schools. There shall be a seniority list maintained by the Board establishing the effective date of the employee's most recent date of employment on a regular basis. Anyone having the same date of hire on the seniority list is given seniority according to date of application.
- B. The Association shall be provided by the Board a complete seniority list by April 1. This seniority list shall be mutually approved by the Association and Board.

- C. Seniority While on Leave:
1. Workers' Compensation: Retain Seniority
Accrue Seniority
 2. FMLA: Retain Seniority
Accrue Seniority
 3. Unpaid Leave of Absence: Retain Seniority
Not Accrue Seniority
 4. Sick Leave: Retain Seniority
Accrue Seniority
 5. Military Leave: Retain Seniority
Accrue Seniority
- D. If a driver returns from a leave within six (6) months, he/she shall return to his/her previous route assignment.
- E. Frequent absences, resignations or discharge for failure to report to work upon termination of a leave of absence or layoff shall be reason to terminate full time status and seniority.
- F. A seniority list will be posted by April 1 of each school year by the Supervisor of Transportation. This list will be posted for thirty (30) calendar days. If a driver believes there is an error in the list, it is the driver's responsibility to notify the Supervisor of Transportation or trustee of the Association, in writing, during this time period or this list will be held to be accurate and will be used for route selection and other seniority related issues in this Agreement.
- G. All alternate drivers shall be represented by the Association with all the same rights and rules as a full-time driver. Wages, compensation, vacation days, sick days, holidays, etc. will be paid at the current rate, as covered in the FHBDA contract. There will be no loss of seniority.

Alternate drivers will be required to report to work every day (a.m. and p.m.). They will be required to call in if they are unable to report to work. Alternates will be paid for the work done each day, or for their established route time from the 2002-2003 school year, whichever is greater. All routes will be selected by seniority on the second Monday in August. Anyone not receiving a route that had a route for the 2002-2003 school year will become an alternate driver. Alternate positions for the regular education routes will be selected on route selection day by seniority of alternate drivers.

Alternate drivers will become the first alternate for the regular education route(s) they pick. If the first alternate is not available to drive, another alternate driver will be taken from the alternate list on a rotation basis. This alternate will remain on the assigned route until the regular driver or first alternate returns. When additional routes or vacancies occur, alternate drivers by seniority, highest to lowest, may bid on the route. Any alternate positions becoming available as a result, will be posted for other alternate drivers to bid on.

- H. It is agreed that if a Special Education or regular education driver transfers to the Kent Intermediate School District for the 2003-2004 school year to participate in the KISD Special Education Transportation Collaboration Project, they may return to employment at Forest Hills Schools for the 2004-2005 school year. During their employment with KISD for the 2003-2004 and 2004-2005 school years, wages (FH-ISD x Hrs. x 180 days), seven (7) work days, not to exceed what they would receive at Forest Hills, and medical (annuity) will be paid at a comparable rate by the Forest Hills Board of Education. The dollar difference for the annuity will be paid only to those drivers who already receive the annuity. The differences will be paid by semester in a lump sum on December 1 and June 1.

The following applies to drivers returning to Forest Hills after one year only:

- Seniority will remain intact. A year of service with KISD would count as a year of service at Forest Hills.
- Accumulated sick days may be carried back to Forest Hills.
- The same step on the pay scale as of June 30, 2004.
- Benefits for the 2004-2005 school years would be based on what is noted in the FHBDA Contract for July 1, 2004-June 30, 2006.

During the 2003-2004 school year, drivers are considered to be employed by the Kent Intermediate School District and are, therefore, not entitled to bid on regular education runs, trips or shuttles originating out of Forest Hills.

ARTICLE VI

LEAVES OF ABSENCES – PAID/UNPAID

A. PAID LEAVES

1. Sick Leaves:

- a. Full time drivers shall earn one (1) sick day per month based on his/her regular route assignment. During the month, a driver must work ten (10) days before a sick day can be earned. One (1) sick day equal to his/her regular route will be added for all regular route drivers if he/she works all of the scheduled work days in June as specified above. Summer route drivers who drive during the summer for a minimum of four (4) weeks, shall have one (1) additional sick day at the minimum of three (3) hours up to actual driving time, added to his/her bank after summer route selection.
- b. Personal illness or disability of the driver and any medical procedure of said driver are covered by sick leave policy. Notification of such should be made to the Supervisor of Transportation or designee between 5:15 a.m. and 5:30 a.m. to receive sick pay compensation. A two (2) hour sick leave notification should be made for other runs that must be covered in a day. If an emergency occurs, the two (2) hour notification requirement can be waived by the Supervisor of Transportation.
- c. At the discretion of the Supervisor of Transportation, a physician's statement may be required to determine whether an employee is physically able to return to his/her duties.
- d. The parties herein have agreed to one (1) earned sick day per month, sick leave (wage continuance, insurance) for unforeseen illness, per calendar school year. The parties also agree that yearly excessive usage of days; five (5) or more may be questioned by the Board and may be reflected on an evaluation conducted within three (3) work days, upon returning to work and/or a loss of wages if unwarranted usage is found.

- e. Forest Hills School District employees may contribute sick leave hours to any employee covered by this agreement who has exhausted his/her accumulated sick leave hours as approved by the Assistant Superintendent for Administrative Services. For purposes of this section only, all hours contributed shall be equal as far as rate of compensation. Contribution of sick leave hours shall be subject to the following conditions:
 - 1. If the employee has exhausted his/her sick leave bank prior to the contribution being made, he/she will be compensated for any unpaid hours upon receipt of contributed hours.
 - 2. Contributed sick leave hours are for the specific intended employee absence. Contributed hours will not be banked to be used in the future by the same person.
 - 3. Contributed hours not used by employee shall not be deducted from the contributor's sick leave bank.
 - 4. Contribution of sick leave time is not intended to be used for short-term, intermittent illnesses.

- f. In any given school year, accumulation of six (6) months of sick leave will result in the route being posted. If a driver returns from a leave prior to six (6) months, the employee shall be reinstated to his/her regular route. Beyond a total of six (6) months of such leave in a single school year, a driving position will be kept available for the driver.

He/she will have the right to bid for a similar position by seniority for the next school year. A driver in this category shall be given preference to substitute, at his/her regular rate.

2. Family Medical Leave Act (FMLA)

The Federal law mandates employers to continue health benefits for serious personal or family health condition up to twelve (12) calendar weeks for qualified employees as specified under the Family and Medical Leave Act of 1993. Sick leave will be paid only for the personal illness of the employee or immediate family member as specified:

- a. Employee must exhaust all accumulated banks to receive compensation for up to twelve (12) weeks as specified under the Family and Medical Leave Act (FMLA) of 1993. Health benefits will continue for eligible employees for up to twelve (12) work weeks during the fiscal year for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, step child, foster child, parent, grandparent, grandchild, sister, brother, step sister, step brother, or immediate family of spouse, with a serious health condition or the serious health condition of the employee.

- b. Requests for leave for a serious health condition of an employee or to care for the employee's spouse, child, adopted child, step child, foster child, parent, grandparent, grandchild, sister, brother, step sister, step brother, or immediate family of spouse, who has a serious health condition will require medical certification after three (3) consecutive days of absence as mandated under the Family and Medical Leave Act (FMLA) of 1993.
 - c. The Board and Association agree that the employer has the right to develop, approve and implement policies that comply with the Family and Medical Leave Act of 1993.
3. Bereavement Leave:
- a. Employees may have up to one (1) day sick leave pay to attend a funeral. Employees may have up to one (1) day paid leave, if he/she has exhausted their sick bank, to attend a funeral. Absence for a funeral requires prior approval.
 - b. Employees may have up to three (3) days of said leave for a death of the immediate family. Employees may have up to three (3) days paid leave, if he/she has exhausted their sick bank, for a death in the immediate family. More time may be granted at the discretion of the Supervisor of Transportation's recommendation to the Assistant Superintendent for Administrative Services.
 - c. Immediate family is defined as spouse, child, step child, foster child, parent, grandparent, grandchild, sister, brother, step sister, step brother, or immediate family of spouse.
4. Personal Business Leave:
- a. School Year Drivers
Two (2) personal leave days will be granted each school year for business that cannot be conducted outside the normal working hours based on his/her regular route assignment. Requests for personal business leave must be on the proper form and submitted to the Supervisor of Transportation three (3) work days in advance.
 - b. Summer Route Drivers
Drivers who drive during the summer for a minimum of four (4) weeks and at a minimum of three (3) hours per day, shall have one (1) additional personal business day at the minimum of three (3) hours up to actual driving time, added to his/her bank after summer route selection.

- c. Unused Personal Leave
One remaining unused personal day, up to eight (8) hours, may be carried over to the personal bank and remaining unused personal time will be rolled over to the sick bank the following school year. The Supervisor of Transportation has the discretion to permit the transfer of sick time for personal use upon receiving a written request from the bus driver.

- 5. Workers' Compensation
In the event a driver is unable to drive as a result of personal injury covered by Workers' Compensation and it is determined that he/she may return within six (6) months, his/her route shall be held open and he/she will be reinstated to that position upon return. If at any time it is determined that the leave will exceed six (6) months, the route may be posted prior to the six (6) months described above. Beyond a total of six (6) months, a driving position will be kept available. He/she will have the right to bid for a similar position by seniority for the next school year. A driver in this category shall be given preference to substitute, at his/her regular rate.

B. Unpaid Leaves:

- 1. Upon written request, a driver may ask for an unpaid leave using the following guidelines:
 - a. Such leaves will be limited to sixty (60) work days and not encompass more than one (1) school year without prior authorization from the Supervisor of Transportation.
 - b. Such leaves will be approved by the Assistant Superintendent for Administrative Services, in writing, prior to the start of the leave.
 - c. If a driver returns from an approved leave within sixty (60) work days, his/her route will be reassigned to him/her, providing it still exists.
 - d. One additional consecutive sixty (60) work day leave may be requested, but the driver's route will be put up for bid. Upon return, the driver may bid on another route when one is posted or bid on a route during route selection for the next year. A driver in this category shall be given preference to substitute at his/her regular rate of pay.
- 2. Requests for Leave:
 - a. A driver cannot ask for a leave of absence for only a portion of his/her daily route assignment unless his/her request is related to a medical situation, or to take another position within the Forest Hills Public Schools, and is approved by the Assistant Superintendent for Administrative Services.

- b. No leaves will be granted or approved so the driver can accept another work position outside of the Forest Hills Public Schools.

ARTICLE VII

VACATION

- A. Two (2) paid vacation days per year will be granted to be used at the discretion of the driver.
- B. Five (5) additional days of vacation pay equal to a minimum of six (6) hours per day, not to exceed eight (8) hours per day, will be granted for all drivers who have one (1) year of seniority. Five (5) days of vacation equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- C. Five (5) additional days of vacation pay equal to a minimum of six (6) hours per day of vacation pay, not to exceed eight (8) hours per day, will be granted for all drivers who have three (3) years seniority. Five (5) days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- D. Five (5) additional days of vacation pay equal to a minimum of six (6) hours per day of vacation pay, not to exceed eight (8) hours per day, will be granted for all drivers who have six (6) years of seniority. Five (5) days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- E. One (1) additional day of vacation pay equal to a minimum of six (6) hours per day of vacation pay, not to exceed eight (8) hours per day, will be granted for all drivers who have nine (9) years of seniority. One (1) additional day of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those drivers who opt out of the six (6) hour guarantee.
- F. The actual days must be approved by the Supervisor of Transportation and taken during periods of non-scheduled driving to avoid the need for substitutes.

- G. A driver may request up to ten (10) unpaid days per school year. These vacations will be spread over the nine (9) month school year. Vacations will be selected the day of route selection by seniority. All drivers will, in order of their seniority, be allowed to select a vacation period or have an association officer make the selection (per written direction). Up to two (2) requests may be made for the same time period. These absences are not to exceed two (2) consecutive years within the same week by the same driver unless time is available. Any period left open at the conclusion of route selection may be selected at a later date on a first come basis.

ARTICLE VIII

HOLIDAYS

- A. All route drivers will be paid at their regular wage plus premiums if they work the last regularly scheduled work day preceding the holiday or the first regularly scheduled work day after the holiday unless processed as specified in B. below. These employees then qualify for the following paid holidays:

Labor Day
Thanksgiving Day and Day After
Christmas Day
New Year's Day
Good Friday (if scheduled as a non-attendance day on the school
calendar)
Memorial Day
Independence Day (July 4) for summer drivers

- B. Drivers may request in writing to the Supervisor of Transportation no later than two (2) weeks in advance of their request to utilize a vacation or personal day for the last regularly scheduled work day preceding or the first regularly scheduled work day after a holiday. Such leaves will be approved by the Supervisor of Transportation based on the availability of substitute drivers. If more than two (2) requests are made for the same time period, it will be assigned by seniority. These absences are not to exceed two (2) consecutive years within the same holiday by the same driver unless time is available.
- C. If an employee is on approved sick leave, he/she will qualify for the holiday pay.

- D. Special education drivers or a special education alternate who transports students to programs during scheduled holidays will receive an additional day off in lieu of the scheduled holiday, unless their schedule has already allowed them comparable time off.
- E. Holiday pay will be based on driver's route time, a minimum of six (6) hours, not to exceed eight (8) hours. Drivers who opt out of the six (6) hour guarantee will receive holiday pay equal to the driver's regularly assigned hours driven weekly.

ARTICLE IX

ROUTE SELECTION

- A. Route Selection

Each year, all routes will be selected by seniority on the second Monday in August. Alternate positions will be posted and selected at the same time. The Supervisor of Transportation or designee will publish all regular education routes for ten (10) days prior to the selection day and will mail a copy of these route to all drivers ten (10) calendar days prior to route selection. All available kindergarten route data will also be included. Available special education route data will be published and sent to qualified special education drivers under the same timeframe. Students requiring aides or special consideration will be noted on the route at the time of route selection. In the event a situation occurs which is beyond the control of the Supervisor of Transportation, prohibiting the publishing and notification ten (10) days prior to route selection, it will be the responsibility of the Supervisor of Transportation to contact the Association Board. Any driver desiring to pick up route selection data from the Transportation Office, is responsible for contacting the Supervisor of Transportation prior to ten (10) days before route selection.
- B. Summer Routes

All summer routes will be selected by seniority, before the last scheduled school day in June and will be published not less than three (3) days prior to the selection day. Alternate positions will be posted and selected at the same time.

C. Special Education Route Requirements

Anyone wishing to select a special education route must have a valid CPR certificate, or be enrolled in a CPR class. They must meet all published transportation requirements. At no time will a driver be responsible for lifting a wheelchair or any similar apparatus or lifting a child. Special education transportation (e.g., routes and/or trips) is defined by the Individualized Education Planning Committee (IEPC). The IEPC's are reviewed a minimum of one time per year as to the appropriateness related to the transportation of special education students. It is understood that final determination of transportation needs of special education students (e.g., routes and/or trips) will be determined by the student's IEPC.

D. Noon Selections

Noon route selections may be made on a job share basis. This will be divided equally on the basis of a two (2) week pay period. Seniority will prevail on how the route is shared. In the event of sickness or leave by either driver, the share partner has the first option of driving the noon route or it will be offered to the route alternate. Drivers opting out of the six (6) hour guarantee will be eligible for applicable fringe benefits and leave time pro-rated according to the job share plan.

E. Alternate for Special Education and Kindergarten Routes

One alternate will be utilized for each kindergarten and special education route. The Supervisor of Transportation or designee may interview the candidates and may utilize the route driver as part of the interview process. Each candidate will be notified, in writing, of the selection decision.

1. The alternates for kindergarten and special education are required to be familiar with the route they are assigned. They will be paid their regular route pay to ride a maximum of two (2) routes, once for each route, after confirmation of assignment.
2. The kindergarten and special education drivers are responsible to notify the alternate when needed and to notify the Transportation office prior to the substitution.
3. If a kindergarten or special education first alternate is not available, an alternate driver will be taken from the alternate list, on a rotation basis. This alternate will remain on the assigned run until the regular driver or first alternate returns.

F. New or Vacant Routes

Whenever additional routes are added or mid-year vacancies occur, the route assignment will be posted by the Supervisor of Transportation for a period of three (3) days. Seniority rights for the new position shall be based upon the following order:

1. Regular Routes – Whenever additional routes are added or mid-year vacancies occur, drivers from the master seniority list, highest to lowest, may select the route, but not to exceed more than three (3) postings. The Supervisor of Transportation will then offer the fourth (4th) vacated route to the drivers of single run routes only according to seniority. The vacated single run route will then be posted and the three (3) posting procedures as stated above will be followed. Only after these procedures have taken place will a route be offered to a substitute driver. Any vacancy must be filled within ten (10) work days.
2. Kindergarten and Special Education Routes – Whenever additional routes are added or mid-year vacancies occur, the route will be posted by the Supervisor of Transportation. Selection will be open to all drivers from the master seniority list. Seniority and published qualifications set down by the Supervisor of Transportation will determine eligibility. Every effort will be made to fill the position within ten (10) work days.

G. Split Routes

If a route is split, the assigned driver of the original route will have first right of selection of the resulting routes.

H. Shuttles

1. If a shuttle cannot be driven on time by a driver after one (1) week of continuous driving, it goes to the next highest seniority person who signed for it on that posting. Shuttles are not guaranteed.
2. Ada Christian shuttle drivers will be paid (.2) for the p.m. shuttle.

I. Modifying Routes

Once a driver has received his/her route and the time of the route is established, the route may be changed as follows:

1. If the route is increased in time by five (5) minutes or more, the driver will be paid for the increased time.
2. If the route is reduced by more than ten (10) minutes, the time will be reduced by only the time that exceeds the ten (10) minutes.
3. If a special education route is reduced by more than thirty (30) minutes, the time will be reduced by only the time that exceeds the thirty (30) minutes.

4. Drivers whose routes are reduced may be asked to do additional tasks which can be accomplished in these periods.
5. If the time for a shuttle/route is changed, the driver will have the following options:
 - a. Keep the shuttle/route if he/she can make the time and the new item does not conflict with his/her existing assignment(s) or puts driver into overtime.
 - b. Keep the shuttle/route and give up the conflicting work.
 - c. In the case of route conflicting with his/her existing assignments, if the route can be logically split, he/she may retain a portion of the route not conflicting.

J. Exchanging Routes

In general, drivers may not exchange routes. However, in certain extenuating circumstances, it may be beneficial for drivers and students alike to have two drivers exchange routes. This would be allowed under the following conditions:

1. The Supervisor of Transportation approves the exchange.
2. Two (2) drivers concur with the exchange.
3. The executive board of the association deems the exchange to be in the best interest of all parties and supports the exchange.
4. The driver giving up the longer route loses no time, and the driver accepting the longer route is compensated for all the time.

The exchange process may be initiated by the Supervisor of Transportation or a driver.

ARTICLE X

LAYOFF AND RECALL PROCEDURES

A. Layoff

1. If a layoff occurs for any reason, probationary employees shall be the first to be laid off.
2. If additional layoffs are required, employees shall be laid off in reverse order of seniority (lowest to highest).
3. Employees shall be given a minimum of ten (10) days notice prior to a layoff. A change in work schedule does not constitute a layoff.

B. Recalls

Recalls shall be in the reverse order of layoffs (highest to lowest). Drivers will be notified by certified mail at least five (5) days prior to the date they are expected to return to work. Failure to report to work within ten (10) work days of stated return date will terminate employment along with all privileges of this Agreement.

ARTICLE XI

EVALUATIONS

- A. All non-probationary employees may receive a formal evaluation every two (2) years by the Supervisor of Transportation. All new route drivers will receive an evaluation at the end of their thirty (30) work day probationary period. A rotation schedule for evaluation has been developed. Evaluations may include driving record, pre-trip review, attendance, driving route, etc. The employee will receive a copy of the evaluation by May 30 of the year in which he/she is to be evaluated. Employees may be evaluated more frequently at the discretion of the administration.
- B. Any correspondence which becomes part of that driver's personnel file will be shared with the driver and, if requested, a trustee of the Association and signed by the driver before it is placed in his/her file. The driver's signature shall not be construed to indicate concurrence, but rather only that they have been made aware of the document's existence.

ARTICLE XII

GRIEVANCE PROCEDURES

It is the intent that all issues be resolved as soon and as simply as possible. Any bus driver or group of drivers believing there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board regarding wages, hours, terms or conditions of employment, may informally try to resolve the grievance through the problem-solving process with the administration.

A. Definition of Grievance

A "grievance" is a claim of improper application of the valid current "Contract Agreement". An "aggrieved employee" is the employee (or employees) who is/are directly affected and, therefore, will make the claim. The Association is the aggrieved only when an employee's rights have been allegedly violated.

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

B. Timelines

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the deposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing between the Association president and the Assistant Superintendent of Finance and Operations. A supply of the grievance forms shall be on file with the Association secretary.

1. Level One

An employee may, within five (5) work days of the occurrence of the grievance, orally discuss the matter with the Supervisor of Transportation and, if requested, a trustee or other officer of the Association, with the objective of resolving the matter informally. If the problem is not resolved to the employee's satisfaction, he/she may:

- a. Within five (5) days of the above conference, put the grievance in writing on the form provided and present it to the Assistant Superintendent of Finance and Operations.
- b. A conference between the Assistant Superintendent of Finance and Operations, the employee(s) and Association trustee or other officer, shall be held within five (5) working days. Assistant Superintendent of Finance and Operations shall submit the written decision to the employee and the Association no later than five (5) work days after the meeting.

- c. The Association trustee shall then report to the Association officers and a determination of the merits of the grievance will be made.
- d. If the grievance is not resolved at this level and the Association officers feel that the grievance has merit, the Association shall file a level two appeal form.

2. Level Two

- a. The level two grievance form will be filed within five (5) work days to the Assistant Superintendent for Administrative Services.
- b. The Assistant Superintendent for Administrative Services or his/her designee shall return a written decision to the Association no later than ten (10) work days after the receipt of the level two form. If said decision fails to settle the grievance, the Association may appeal to level three no later than ten (10) work days after receipt of the Assistant Superintendent for Administrative Services' decision.

3. Level Three

The matter still being unresolved, the board will select two (2) representatives and the association will select two (2) representatives to review the grievance. This review will be done within fifteen (15) work days upon receipt of grievance at level three (3). If the parties cannot find agreement, they will select a fifth member, mutually agreeable to both parties.

This fifth member, along with the other selected representatives, will review/hear the case within fifteen (15) work days of being selected, and cast the tie breaking vote. This would resolve the grievance and such decision shall be binding by both parties.

ARTICLE XIII

WAGES AND COMPENSATION

A. Wages

1.	<u>Regular Routes</u>	<u>2004-05</u>	<u>2005-06</u>
	Step 1	\$13.22	\$13.37
	Step 2	\$13.78	\$13.93
	Step 3	\$14.37	\$14.52
	Step 4	\$14.94	\$15.09
	Step 5	\$15.53	\$15.68
	Step 6	\$16.10	\$16.25
	Trip Rate	*\$13.22	*\$13.37

***No Meal Allowance**

PREMIUMS (+ PER HOUR RATE):

Special Ed Non-lift	\$.60	\$.60
Special Ed Lift Bus	\$1.00	\$ 1.00
Driver Trainers	\$3.00	\$ 3.00
Non-lift Special Ed	\$.25	\$.25
Trips		
Lift Special Ed Trips	\$.75	\$.75

Step changes will be effective July 1. Benefits, such as longevity will be effective July 1 and January 1. Vacation days will become effective on the driver's anniversary date.

2. Longevity

Additional \$.15 per hour per year commencing in year following last step.

3. Requirements of Job

Mandatory meetings, committees, conferences, bus school, drug testing, and other duties as assigned by the Supervisor of Transportation will be paid at their regular rate, excluding premiums.

4. Overtime

Overtime shall be paid at one and one-half (1.5) the regular hourly rate for all hours over forty (40) per week.

5. Emergency Work
The Supervisor of Transportation will implement an overtime emergency list for drivers to sign up for additional work on a rotation basis.

Emergency work will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.
6. Breakdown or Accident
Drivers shall be paid at their regular wage for any time spent beyond regularly scheduled time due to a breakdown or accident, plus any time required for reports.
7. Jury Duty
In the event that a driver is summoned for jury duty, a special leave of absence shall be granted for that purpose. The driver shall be at work at all regular working hours when not serving as a juror. The pay a driver shall be entitled to for such leave shall be their regular wage plus premiums for time necessarily lost from his/her normal work schedule, less any amount earned for jury duty. Mileage based on the IRS rate will be reimbursed to the employee from the Business Office.
8. Court Summons/Subpoena (Witness)
In the event a driver is required to appear in court for reasons of legal suit being brought against the Forest Hills Public School District or the driver, in connection with their employment by a third party, said driver shall be paid at the regular wage for all time spent and reimbursed for any direct, personal expenses incurred. The district shall provide legal counsel as deemed necessary. The Supervisor of Transportation or member of the administration, if requested, in writing, will accompany the driver in these proceedings.
9. School Closings
When school is closed because of special circumstances, employees will be paid under the following conditions:
 - a. If all employees are not required to report.
 - b. If an employee is specifically required to report.
10. Early/Emergency Dismissal
In the event of an anticipated emergency dismissal (i.e., bad weather), a good faith effort to contact all drivers will be made. If no contact is made and a substitute driver must be called, the regular route driver will not receive pay for the route time driven by the substitute, but may use personal time to make up the time missed.

11. Delay Day or Cancellation of School
A driver will be paid two (2) hours at his/her regular wage if he/she reports to work and school is canceled or there is a delay in school starting time. Comp time will be paid to drivers that drive their mid-day driving on a day when school has been canceled in part.
12. Pay for Alternate Drivers for Special Circumstances
Alternate drivers on special education routes will receive the differential rate and time when covering the route.
13. Familiarizing Drivers with New Routes
- a. Up to three (3) hours of regular pay will be paid for familiarizing drivers with each selected run and for all paperwork required during the course of the school year.
 - b. Special education drivers will be paid up to eight (8) hours of regular pay to set up and familiarize themselves with the route.
 - c. Kindergarten drivers shall be paid up to four (4) hours of regular pay to set up and familiarize themselves with routes.
 - d. Summer drivers shall receive up to four (4) hours of regular pay for familiarizing themselves with route.
 - e. Drivers who are asked by the Supervisor of Transportation to revise their route sheets shall be paid regular pay for the time required.
14. Bus Driver Responsibilities
- a. Drivers will be given (.1) per day to cover keeping their bus clean.
 - b. Drivers will be given (.3) for each pre-trip they do each day. This does not include "going under the hood".
 - c. Drivers will be given (.1) per day to fuel their bus.
 - d. Drivers will be given (.1) per day for post-trip responsibilities.
15. Sick Leave Pay Off at Resignation
At the time of termination of employment, if an employee has accumulated sick leave, the Board will pay a bonus as follows:
- | | |
|----------------------------|------------|
| 50 days (300 hours) pays: | \$ 600.00 |
| 67 days (400 hours) pays: | \$ 850.00 |
| 83 days (500 hours) pays: | \$1,100.00 |
| 100 days (600 hours) pays: | \$1,500.00 |

16. Bonus for Proposing Cost Savings Ideas to District
 - a. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over \$100 annually will receive a one-time bonus of \$50.
 - b. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over \$250 annually will receive a one-time bonus of \$100.
17. Reimbursement for CDL's

The Board will reimburse the driver the cost of all required testing to receive a CDL license and any other classifications required by law, not including the cost of a basic operator's license. Renewal costs will be covered to the same extent.
18. Scheduled Days Off

Drivers who have scheduled time off (per official school calendar) from their route will not be paid for non-driving time. They may sub on other routes during that time or they may drive trips, as the schedule allows. It shall be the responsibility of said driver to notify the office of availability and he/she will be given priority consideration by seniority.
19. Association Negotiation Team

The Association Negotiation Team will be granted released time from their assignment to serve on the negotiation team at his/her regular wage and premium.
20. Association Representation of Fellow Employee

Association trustees or other officers who represent and meet with a fellow employee that meets with the administration to resolve an issue may be released from his/her assignment and compensated at his/her regular wage and premium.
21. Pay for Physicals

Drivers will receive pay for the actual time of the physical plus one (1) hour travel time at their regular wage.

ARTICLE XIV

FRINGE BENEFITS

1. Health Insurance

- a. Drivers will be credited with a guaranteed six (6) hours per day/30 hours per week to qualify for single person health insurance coverage. The hours may be fulfilled through extra trips, shuttles, bus washing, additional work in the district during the calendar school year, etc. those drivers that "opt out" of the guaranteed six (6) hour day, must complete a form and submit it to the Benefits Office and their benefits will be prorated. (Opt out is defined as those employees who choose not to be scheduled for a minimum of six (6) hours per day or thirty (30) hours per week.) Regularly scheduled work hours will be submitted to the Benefits Office from the Supervisor of Transportation as of the fourth Friday of September and the start of the second semester. Employees may purchase full family coverage at their expense.
- b. The Board will provide MESSA SC1 Insurance with wellness rider. Open enrollment is in September or at time of hire.
- c. There will be a cap of 10% on the annual increase in health insurance premium which the Board will absorb. Any additional cost increase will be paid by the employee.

2. Dental/Vision Plans

Drivers who qualify for six (6) hours or more daily will receive the Forest Hills Self-Funded Single Subscriber Dental Plan I starting in the 2002-03 school year. Employees may receive cash equivalent to a one person dental rate for waiving dental coverage.

Drivers who qualify for six (6) hours or more daily will receive the Forest Hills Self-Funded Single Subscriber Vision Plan 1 starting in the 2003-04 school year. Employees may receive cash equivalent to a one person vision rate for waiving coverage.

Drivers who work less than six (6) hours daily will, on a pro-rata basis, pay for dental and vision coverages available through the flexible benefit plan based on their route as of the fourth Friday in September and the start of the second semester and on "Opting Out" of the six (6) hour guarantee.

3. Open Enrollment Period
The Open Enrollment period for the fringe benefits covered through the flexible Benefit plan is the month of September, except for new hires, who will need to enroll for fringe benefits in the Personnel Office, the first month after completing their probationary period.

Once an employee enrolls in the flexible benefit plan, they will remain enrolled for twelve (12) months unless employment is terminated or there is a change in family circumstances which qualified the employee for a change in benefits.

4. Cash in Lieu of Medical Benefits
In lieu of subscribing to the Board provided health insurance, an employee covered under the six (6) hour guarantee may select the cash option equal in dollar amount to the lowest "single" subscriber premium rate for health insurance. Those employees that "opt out" of the six (6) hour guarantee will receive the cash option pro-rated equal to their assigned regular route.

5. Annuity Payment Option
Employees who waive medical benefits or take a reduced coverage may opt to invest in a 403(B) tax sheltered annuity.

This option shall be terminated at any time the board contributions to annuities on behalf of the Board do not satisfy the non-discrimination requirements of Section 403(B) or Section 89 of the Internal Revenue Code and alternatives to this option will be mutually agreed to.

This annuity plan must be on the Board's adopted list for authorized payroll deductions.

6. Life Insurance
The Board will pay the monthly premium to provide each driver who qualifies for six (6) hours a day or more with \$5,000 life insurance coverage.

7. Hold Harmless
Liability protection to defend, hold harmless and indemnify the employee in the event that any claim, legal proceeding, etc., is brought against the driver in their capacity as an employee of the District provided they are acting within the scope of their employment. This liability is limited to the liability policy maintained by the District (\$1,000,000), subject to carrier requirements and restrictions.

8. Workers' Compensation Insurance
Workers' Compensation Insurance will be provided by the Board. Employees must report job related injuries to the Personnel Office within twenty-four (24) hours on the appropriate form.

The employee has the option to accept the amount compensated by Workers' Compensation or to use the accumulated personal illness leave for any absence due to work related injury.

9. Long-Term Disability
Employees may purchase Long-Term Disability benefits under the Flexible Benefit Plan during the open enrollment period.

ARTICLE XV

TRIPS

- A. Trips
1. A minimum of three (3) hours will be paid for Saturday and Sunday trips and for trips on non-scheduled school days during the school year.
 2. Trips will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.
- B. Canceled Trips
1. If a scheduled trip is canceled and the driver actually reports for duty, he/she will be paid for two (2) hours and the handbook trip cancellation procedures will be followed. A driver is considered reporting for duty if they come to the garage specifically to take the trip or, if they were already on the road, in their bus, enroute to the trip departure site.
 2. In the event of a trip cancellation while a trip is in progress, due to an "act of God", the driver will be paid for time driven. The trip will be driven by the same driver at the rescheduled date (if rescheduling for a later date is accomplished within forty-eight (48) hours) or the driver has the option of following the handbook trip cancellation procedures.
- C. Overnight Trips
On overnight trips, food and lodging will be provided for drivers and expenses will be reimbursed upon paid receipt submitted to the Supervisor of Transportation. Lodging shall consist of private, single accommodations, when it is possible, to allow drivers uninterrupted sleep time. If such accommodations are not available, trip postings will indicate such and trip selection will be taken from those agreeable of accommodations posted. Sleep time shall commence no earlier than one hour after the driver parks the bus and shall cease no later than one hour prior to the start of the

pre-trip inspection the next morning. Drivers will not be paid for the sleep portion of the trip (maximum eight hours) unless the driver is responsible for student supervision (i.e., sleeping with students) or with transporting students during sleep hours.

Meal Plan

In consideration for the above change, the Board agrees to modify the meal reimbursement amounts to be consistent with current district reimbursement policy. For example, the amounts in effect on September, 2000, are as follows:

Breakfast	\$ 6.00
Lunch	\$ 8.00
Dinner	\$14.00

D. Trip Times

Drivers should be at assigned school ten (10) minutes prior to departure time indicated on trip sheet. Trip times begin and end at the bus garage.

E. Posted Time Pay

If a scheduled trip is actually driven and is reduced by more than one-half (.5) of the posted time on the trip sheet, the driver will be paid one-half (.5) of the posted time.

ARTICLE XVI

ASSOCIATION RIGHTS

- A. The Board will release an Association representative(s) from his/her assigned duties with pay, to help process grievances or other issues when it is mutually advantageous for the Board and the Association to work together. Prior approval of the Assistant Superintendent for Administrative Services is required.
- B. The Forest Hills Bus Drivers Association shall have the right to use, upon written request, school buildings at all reasonable hours for meetings. Also, a school copy machine shall be available at all reasonable hours on a scheduled basis.
- C. The Association reserves the right to specify the number of Association board members to be present at any meeting.

ARTICLE XVII

BOARD RIGHTS

- A. The Board of Education retains all rights except those specifically limited by the terms of this Agreement.
- B. Each bus driver shall be provided with a copy of the Forest Hills Public School Bus Driver handbook which shall contain binding rules, regulations, policies and other information necessary for the proper performance of bus driving duties. The employee shall sign a statement acknowledging receipt of the handbook. In the event of a conflict between the handbook and the terms of this Agreement, this Agreement shall take precedence.

ARTICLE XVIII

CLOSURE AGREEMENT

The parties acknowledge that during the negotiations which result in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived by both parties are set forth in the Agreement. Therefore, the Forest Hills Board of Education and the Forest Hills Bus Drivers Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but no agreement was reached.

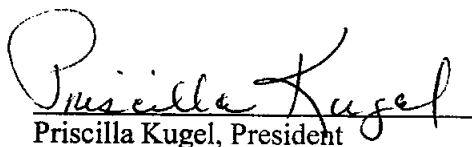
The parties shall continue to meet in good faith for the purposes of negotiating Letters of Agreement related to issues which are mutually deemed as not being addressed in the current Agreement; and to resolve concerns which may arise as to the negotiated intent, interpretation and application of the current Agreement.

ARTICLE XIX

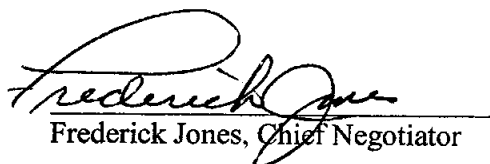
DURATION

This Agreement shall be effective from July 1, 2004 to June 30, 2006 for language issues. This agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated unless it is reviewed, modified, or extended by mutual written agreement of the parties.

**SIGNED ON BEHALF OF THE
ASSOCIATION:**

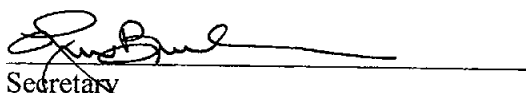

Priscilla Kugel, President


Elaine Vashaw, Secretary


Frederick Jones, Chief Negotiator

**SIGNED ON BEHALF OF THE
BOARD OF EDUCATION:**


President


Secretary


Gloria Graber, Chief Negotiator

Adopted by the Board: June 21, 2004

/dm
6/27/04

**TENTATIVE CONTRACT EXTENSION AGREEMENT
BETWEEN
THE FOREST HILLS BOARD OF EDUCATION
AND
THE FOREST HILLS BUS DRIVERS ASSOCIATION**

The Forest Hills Board of Education and the Forest Hills Bus Drivers Association reached a tentative agreement to extend the Bus Drivers Agreement through the 2007-08 fiscal year. A 1.25% salary increase plus step increment for 2006-07 and a 1.75% salary increase and step increment for 2007-08. MESSA Choices II will be maintained for 2006-07, with a \$10/20 prescription co-payment, rather than the current \$5/10 prescription co-payment. Both parties mutually agreed to reserve the right to renegotiate benefits in 2007-08 should it become necessary. Wage increases are consistent with what was negotiated for the teachers, administrators, supervisors, administrative support staff, child care, and pre-school staff. Letters of Agreement, Clarification and Understanding that have been negotiated through June 30, 2006 will remain in effect through June 30, 2008. Amendments to current contract language will be negotiated through Letters of Agreement as the need arises to address any future contract language areas and for clarification of current practices throughout the duration of this contract extension.

ARTICLE XIII

WAGES AND COMPENSATION

1. **Wages**

<u>1. Regular Routes</u>	<u>2006-07</u>	<u>2007-08</u>
Step 1	\$13.54	\$13.78
Step 2	\$14.10	\$14.35
Step 3	\$14.70	\$14.96
Step 4	\$15.28	\$15.55
Step 5	\$15.88	\$16.16
Step 6	\$16.45	\$16.74
 Trip Rate	 \$13.54	 \$13.78

***No Meal Allowance**

PREMIUMS (+ PER HOUR RATE):

Special Ed Non-Lift	\$.60	\$.60
Special Ed Lift Bus	\$1.00	\$1.00
Driver Trainers	\$3.00	\$3.00
Non-lift Special Ed Trips	\$.25	\$.25
Lift Special Ed Trips	\$.75	\$.75

2. **Longevity**

Additional \$.15 per hour per year commencing in year following last step.

ARTICLE XIV

FRINGE BENEFITS

Remain the same as offered in 2004-06 handbook for 2006-07, with the exception of going from a \$5/\$10 prescription co-payment to a \$10/20 prescription co-payment. Both parties reserve the right to renegotiate benefits for the 2007-08 fiscal year should it become necessary.

This agreement is valid until June 30, 2008.

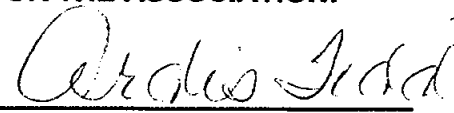
FOR THE BOARD:



Gloria Graber, Chief Negotiator

DATE: June 6, 2006

FOR THE ASSOCIATION:



Ardis Tidd, Chief Negotiator



Philip Engelsman, President

DATE: 6. 6. 06

**LETTER OF UNDERSTANDING AND AGREEMENT
BETWEEN
THE FOREST HILLS BOARD OF EDUCATION
AND
THE FOREST HILLS BUS DRIVER ASSOCIATION**

Article XV, Section D: Trip Times

The Forest Hills Board of Education and the Forest Hills Bus Driver Association mutually agree to amend Article XV, Section D, "Trip Times" as follows:

D. Trip Times

Drivers should be at assigned school ten (10) minutes prior to departure time indicated on trip sheet on non-scheduled work days only. Trip time begins and ends at the bus garage.

When taking trips, drivers will be paid at their regular rate of pay for the duration of their regular, daily scheduled route assignments. Trip rate will commence thereafter.

Further, unless otherwise approved by the office, drivers will only be allowed to give up one tier of their run, in lieu of a drop only trip.

The rationale for making this change is based on the inability of drivers to accept trips and to always arrive at their destination for trips from driving their regular route, shuttles, etc. It is agreed that drivers accepting trips will be required to be at their trip destination at the scheduled time as indicated on the trip sheet.


FOR THE BOARD:



Gloria Graber, Chief Negotiator

DATE: June 6, 2006

FOR THE ASSOCIATION:



Ardis Tidd, Chief Negotiator



Philip Engelsman, President

DATE: 6.6.06

/dm

Revised: 5/28/06

**LETTER OF AGREEMENT AND UNDERSTANDING
BETWEEN
THE FOREST HILLS BOARD OF EDUCATION
AND
THE FOREST HILLS BUS DRIVER ASSOCIATION**

The Forest Hills Board of Education and the Forest Hills Bus Driver Association mutually understand and agree that the district calendar was negotiated to meet the contractual obligations for the teachers. Both parties understand and agree that bus drivers have lost wages based on drop off only trips, elimination of noon runs, and all day/alternate day kindergarten schedules. In order to not penalize the Bus Drivers for five (5) minutes per day as well as the additional days off at semester time and the end of the school year, it was further agreed to the following for the 2006-07 school year.

Five (5) Minutes Per Day

Drivers due time will be established by the Transportation Office, under direction of the Supervisor of Transportation.

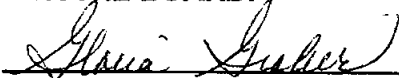
Drivers required p.m. due time will be five (5) minutes prior to their scheduled departure time for p.m. line up at their respective schools. Scheduled times will be determined by the Transportation Office and will be posted each school year based on the school schedules.

Semester and Year End Professional Development/Training Inservice

Drivers will be required to attend professional development/training in-services arranged by the Supervisor of Transportation on January 25, June 11 and June 12, 2007.

This agreement shall not be precedent setting or prejudiced and is agreed upon for the 2006-07 school year only. Future negotiation discussions will be necessary for the 2007-08 school year.

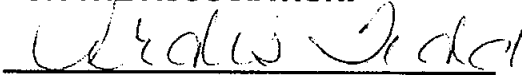
FOR THE BOARD:



Gloria Graber, Chief Negotiator

DATE: June 6, 2006

FOR THE ASSOCIATION:



Ardis Tidd, Chief Negotiator



Philip Engelsman, President

DATE: 6.6.06

/dm
5/18/06

**LETTER OF AGREEMENT AND UNDERSTANDING
BETWEEN
THE FOREST HILLS BOARD OF EDUCATION
AND
THE FOREST HILLS BUS DRIVER ASSOCIATION**

Article XV, Section C: Overnight Trips

The Forest Hills Board of Education and the Forest Hills Bus Driver Association mutually agreed to amend Article XV, Section C., "Overnight Trips" as follows:

On overnight trips, food and lodging will be provided for drivers and expenses will be reimbursed upon paid receipt submitted to the Supervisor of Transportation. Lodging shall consist of private, single accommodations, when it is possible, to allow drivers uninterrupted sleep time. If such accommodations are not available, trip postings will indicate such and trip selection will be taken from those agreeable of accommodations posted. Drivers will not be paid for the sleep portion of the trip (maximum eight hours) unless the driver is responsible for student supervision (i.e., sleeping with students) or with transporting students during sleep hours.

FOR THE BOARD:



Gloria Graber, Chief Negotiator

FOR THE ASSOCIATION:



Ardis Tidd, Chief Negotiator

DATE: June 6, 2006



Philip Engelsman, President

DATE: 6.6.06

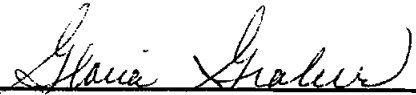
/dm
5/18/06

**LETTER OF AGREEMENT
BETWEEN
THE FOREST HILLS BOARD OF EDUCATION
AND
THE FOREST HILLS BUS DRIVER ASSOCIATION**

Article IX: Route Selection

The Forest Hills Board of Education and the Forest Hills Bus Driver Association mutually understand and agree that based upon the State mandate that district avoid starting the school year until after Labor Day, route selection shall occur on the **third** Monday in August, rather than the second Monday in August.

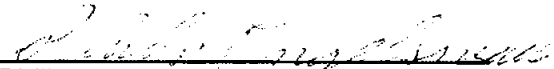
FOR THE BOARD:


Gloria Graber, Chief Negotiator

DATE: June 16, 2006

FOR THE ASSOCIATION:


Ardis Tidd, Chief Negotiator


Philip Engelsman, President

DATE: 6.6.06

/dm
6/1/06

NOTICE OF NONDISCRIMINATION POLICY

It is the policy of the Forest Hills Public School District that no person shall on the basis of race, age, color, religion, national origin, sex or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of the District, including employment.

Any questions concerning Title IX of the Educational Amendments of 1972, including athletic issues, which prohibits discrimination on the basis of sex, or inquiries related to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Mrs. Gloria S. Graber
Assistant Superintendent for Administrative Services
Forest Hills Public Schools
6590 Cascade Road, S.E.
Grand Rapids, Michigan 49546
Telephone #: (616) 493-8805

/dm

Revised: 7/21/04