



**Kenowa Hills Public Schools**  
*High levels of learning for each and every student*

## **M A S T E R   C O N T R A C T**

August 16, 2015  
through  
August 15, 2016

BETWEEN

**KENOWA HILLS  
BOARD OF EDUCATION**

AND

**KENOWA HILLS  
EDUCATION ASSOCIATION**

AND

**KENT COUNTY EDUCATION ASSOCIATION**

**KENOWA HILLS PUBLIC SCHOOLS  
GRAND RAPIDS, MICHIGAN**

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DEFINITIONS

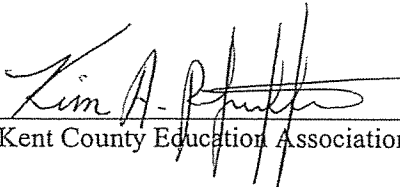
This Agreement is entered into the 20th day of July, 2015, by and between the Kent County Education Association, exclusive bargaining agent for the Kenowa Hills Education Association, hereinafter called the "Association," and affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the School District of Kenowa Hills, hereinafter called the "Board," or the "District," affiliated with the Michigan Association of School Boards, hereinafter called the "MASB." The signatories are the sole parties to this Agreement.


DURATION OF AGREEMENT

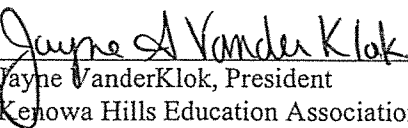
This Agreement is effective as of August 16, 2015 and continues in effect until the 15th day of August, 2016. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

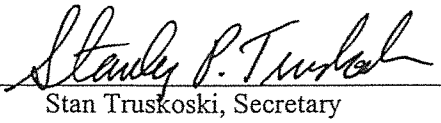
KENT COUNTY EDUCATION ASSOCIATION

KENOWA HILLS BOARD OF EDUCATION

by:   
\_\_\_\_\_   
Kent County Education Association

by:   
\_\_\_\_\_   
Curt Orsinger, President

by:   
\_\_\_\_\_   
Jayne VanderKlok, President  
Kenowa Hills Education Association

by:   
\_\_\_\_\_   
Stan Truskoski, Secretary

WITNESSETH

A. Mutual Aims

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Kenowa Hills is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

B. Formulating Policy

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

C. Collective Bargaining Requirement

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1974 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

D. Mutual Covenants

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

A. Included in the Unit

The Board recognizes the Kent County Education Association, the Michigan Education Association and the National Education Association (KCEA/MEA/NEA) as the sole and exclusive bargaining agent for the Kenowa Hills Education Association, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract with the Kenowa Hills Public Schools Board of Education, including classroom teachers, Title I/At Risk teachers, full school year bilingual or ESL teachers, speech therapists, school psychologists, social workers, consultants and other certified special education personnel.

B. Excluded from the Unit

Excluded from the unit are Elementary, Intermediate, Middle School or High School Principals and their Assistants; Administrative Assistants; the Superintendent for Curriculum and Instruction; the Superintendent; Assistant Superintendent for Business and Support Services; Community Education Director; Athletic Director; Student Supervisor; Office and Clerical Personnel; Maintenance and Custodial Personnel; Transportation Personnel; Substitute Teachers; Community Education Preschool Teachers; various Aides; Adult Education Instructors; CETA Instructional Analysts; School Nurse and any other full or part-time employees of the Board or of any other employer.

C. Definitions

1. Bargaining Unit Employee

When the term "teacher" is used hereafter in this Agreement, it will refer to all employees of the Kenowa Hills Public Schools as represented by the Association in the bargaining unit defined above, whose terms and conditions of employment are subject to the Michigan Teachers' Tenure Act (MTTA). The term "ancillary staff" refers to the employees within the bargaining unit whose terms and conditions of employment are not subject to the MTTA. The terms "employee" or "unit employee" as used hereafter refers to all employees within the bargaining unit described above.

2. Days

The term "days" will mean school days or normal work days of the week unless specified to the contrary.

3. Association Representative

The term "Association Representative" means a member of the KHEA Executive Board or any person so designated in writing by the KHEA.

4. Comparable Position

Wherever the term "comparable position" is used or referred to in this agreement, it shall mean a position for which the rate of pay is the same as the position previously held by the bargaining unit member.

D. Contrary to Law

If any provision or the application of any provision of this agreement is found to be contrary to law, then that provision or application will be deemed invalid and not substituting except to the extent of that permitted by law. All other provisions or applications will continue in full force and effect.

E. Emergency Manager

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in Section 15(7) of PERA.



**ARTICLE II**  
**TEACHER RIGHTS**

A. Protected Union Activities

Pursuant to the Michigan Public Employment Relations Act, the District hereby agrees that every teacher has the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection, or decide not to join and support the Association. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board and Association undertakes and agrees that neither of them will directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that the Board will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment. Similarly, the Association will not by force, intimidation or unlawful threats compel or attempt to compel any employee to join and support the Association, to pay dues or a service fee or any other payment in support of the Association.

B. Additional Employee Rights

Nothing contained herein may be construed to deny or to restrict to any unit employee the rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted in this contract are in addition to those provided elsewhere.

C. Use of School Facilities

The Association and its representatives must request approval from the Community Education Coordinator for use of school buildings outside of school hours for meetings. When special custodial service is required, the Board may make a reasonable charge therefore. No charge will be made for use of school rooms until 6:00 p.m.

D. Association Bulletin Boards

The District will provide a designated Association bulletin board in the teacher's lounge in each building.

E. Use of School Mail

1. The free use of internal district mail will be extended to the Association. All materials shall be clearly marked "KHEA"/"KCEA."
2. The use of school duplicating equipment for Association business will be permitted for members of the Executive Council outside of contractual school hours. There will be a 3-1/2 cent charge per copy for use of the photocopy machines, if the Association provides its own paper. Use of any equipment owned by the District is subject to prior approval of the building administrator.

F. Right to Representation

Any bargaining unit employee who is to be reprimanded, warned or disciplined for any infraction of school policy will, upon the bargaining unit member's request, have an Association representative of his/her choice at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative of the Association can be present, provided that no disciplinary action shall be delayed more than twenty-four (24) hours from the time of the request

being made and further provided, however, that this shall not apply where, in the opinion of the administrator involved, it is necessary to take immediate action to protect life, limb, property or the integrity of the education process.

The Board will notify the local Association treasurer, either verbally or in writing of any additions to, deletions from or changes in status of any potential Association fee payers within ten (10) days of such additions, deletion or change.

G. Nondiscrimination

Neither the Association nor the Board may discriminate against any applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his/her age, race, religion, color, national origin, sex, handicap or marital status, or their decision to join or not join the Association.

H. Just Cause Protection – Ancillary Staff

1. No ancillary staff will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional benefit included in this contract without just cause.
2. Professional benefit shall include, but not be limited to: leaves of absence, personal days, professional days, visitation days, vacation days, association days, use of school telephone, use of school duplicating equipment, use of school A.V. equipment, etc.

I. Personnel File

Each employee has the right to review the complete contents of his/her personnel file. A representative of the Association may accompany the bargaining unit employee if so requested. No evaluative material may be placed in the personnel file to which the bargaining unit employee has not been allowed to respond in writing. All written responses by the bargaining unit member will be included in his/her personnel file. The bargaining unit employee has the right to remove any written material of which the bargaining unit employee is sole author from his/her personnel file at any time. The Central Office file is the official personnel file. The Board will advise an employee of a request for information from the employee's personnel file, except when the request is made by an individual with a professional association with the Board (e.g., attorney, administrator, etc.) or when the request is made pursuant to an investigation/hearing by a governmental agency/department or when the information will be used as evidence in any action involving the Board (e.g., Workers' Compensation, arbitration, MERC, etc.). Identification of requesting person will be provided, if known.

J. Access to Information

The Board agrees to make available to the local Association specific information concerning the financial resources of the District, tentative budgetary requirements and allocations, Board minutes and such other information as will assist the local Association to process grievances, complaints or adequately represent bargaining unit employees in negotiations. All requests for currently available information will be provided within the time limits prescribed by the Freedom of Information Act, being P.A. 1976, No. 442, but not later than five (5) days after the request and the Association will pay for the cost of compiling or providing such information to the extent a charge is permitted by the Freedom of Information Act.

**ARTICLE III**  
**SITE-BASED DECISION MAKING**

A. Purpose

Committees will be established as follows to enable employees to more effectively access and implement good ideas, facilitate system wide integration of education programs, become more responsive to changing educational needs and contribute personal knowledge about teaching, learning and effective practice.

B. Restructuring Committees

The following committees will be established to facilitate and review the impact of change in the District and curriculum development. Participation on committees other than the Curriculum Council will be voluntary. Participation and/or nonparticipation will not be a criterion used on teacher evaluation.

District School Improvement

1. The District School Improvement Committee will develop, implement and evaluate a systemic plan for improving student performance. To that end, the committee will participate in the following:
  - a. District mission and belief statements.
  - b. Broad district wide goals based on academic standards for all students.
  - c. Curriculum alignment with building and district goals.
  - d. Evaluation process for evaluating the school improvement plan based on data.
  - e. District professional development plans.
  - f. The utilization of community resources and volunteers, i.e. government agencies, museums, etc.
  - g. The role of adult and community education, libraries, and community colleges in the learning process.
  - h. Participatory decision-making process.
  - i. Description of adult roles for which graduates will need to be prepared.
  - j. Identified skills and education needs to fulfill these adult roles.
  - k. Provide continued focus (leadership) to all “groups” in the organization to support systemic change.
2. The members of the District School Improvement Committee will consist of the following:
  - a. KHEA representative
  - b. KHSSA representative
  - c. Superintendent
  - d. Board of Education Member
  - e. One teacher from each building
  - f. All building principals
  - g. Director of Technology
  - h. Director of Finance
  - i. Director of Curriculum and Instruction
  - j. Any other member as required by legislation
3. Information from this committee will be shared with the District Curriculum Committees.

District Curriculum Committees

1. The District Curriculum Committees will act as steering committees to initiate, review, evaluate, recommend curricular improvements and provide professional development guidance to the District School Improvement Team.

2. The members of the District Curriculum Committees will consist of the following:
  - a. A representative sample of K-12 teachers
  - b. A building level administrator
  - c. The Director of Curriculum and Instruction

C. Department Chairpersons

The duties of the chairperson will include handling budgetary matters for the department, initiating and coordinating curriculum improvements, initiating and coordinating textbook and materials selection and ordering new and replacement materials for department classes. Said positions may be reposted by the District on an annual basis. In such event, the Employee currently holding the position shall be so notified in advance of the posting. Further, an employee returning to the position after leaving the position shall be paid at the next step level as though there was no break in service.

D. District Professional Council

The Professional Council will meet from time to time as needed to discuss issues and topics which are important to the Administration and the Association. The Professional Council shall be composed of the Superintendent, Director of Finance, Director of Curriculum and Instruction, K.H.E.A. President, the K.H.S.S.A. President and others mutually agreed upon. Any request for a contract variance shall be submitted to the District Professional Council for review.

**ARTICLE IV**  
**BOARD OF EDUCATION RIGHTS**

A. Board Authority and Responsibilities

The Board has the responsibility and authority for the management and direction, on behalf of the public, of all of the operations and activities of the school district to the extent authorized by law; provided that such management and direction is exercised by the Board in conformity with the provisions of this agreement.

B. Expectation of Employees

The Board of Education has the right to expect each employee to professionally work to the best of his/her ability at all times.

C. Establishing Rules and Regulations

The Board of Education, being charged, by law, with the responsibility for policy making, maintains its right and the right of its administrative staff, to have such rules and regulations as are necessary for the school system to function and to be maintained properly, smoothly and efficiently, subject to the provisions of the master contract.

D. Philosophy of Education

The Board of Education has the right to determine and develop the philosophy of education. The Association agrees to abide by this philosophy as the basis for all teacher-pupil relationships.

E. Examples of Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting, the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities;
2. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer, for educational purposes only, all such employees;
3. to provide for athletic, recreational and social events for students as deemed necessary or advisable by the District;
4. to establish grades and courses of instruction, including special programs and to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching materials and the use of teaching aides of every kind and nature.
5. to determine class schedules, laws of instruction and duties, responsibilities and assignments of employees.

**ARTICLE V**  
**NEGOTIATIONS PROCEDURE**

A. Complete Agreement

This contract represents the agreement of both parties on all issues which were the subject of negotiations. During the terms of this agreement, neither party is required to renegotiate with respect to any matter whether directly or indirectly related to this agreement, except as otherwise specifically stated herein.

B. Administration of Contract

1. Meetings to Review

When problems arise relative to the administration of this agreement, representatives of the Board and the Association's Bargaining Committee will meet at a mutually agreed time for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. If there are no items presented by either side, the meeting will not take place.

2. Amendments to Agreement

Should a meeting result in a mutually acceptable amendment of the agreement, then the amendment will be subject to ratification by the Board and the Association. The Negotiations Committees are empowered to effect temporary accommodations to resolve special problems.

3. Selection of Bargaining Representatives

In any reviews described in this article, neither party has any control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each have the necessary power and authority to make proposals, consider proposals and make tentative agreements. It is not the intent of this paragraph to provide for continuous negotiations.

C. Contract Variances

1. Any modification of the current contract or Board policy must be submitted on the approved variance form, which is Appendix B. Said modifications must be mutually agreed upon by both the Board and the Kenowa Hills Education Association.
2. Any contract request for variance shall be submitted to the district Professional Council for review. The Professional Council shall be composed of the Superintendent, Director of Finance, Director of Curriculum & Instruction KHEA President, KHSSA President who will meet to review requests for variances.

**ARTICLE VI**  
**SCHOOL CALENDAR**

A. Contract Calendar Days

Contract calendar days are days on which unit employees are required to report for service. Unit employees are not required to report on Act of God Days. On record and in-service days, employees may leave upon completion of their duties with building principal's approval. This calendar may not violate the standards set by the Department of Education.

B. Length of School Year

175 days of instruction                      181.5 days for unit employees

C. School Calendar

See Appendix C

**ARTICLE VII**  
**TEACHING CONDITIONS**

A. Secondary Day

Middle/High School

Unit employees must report 10 minutes prior to student start and are dismissed 5 minutes after student dismissal

B. Elementary Day

Unit employees must report 10 minutes prior to student start and are dismissed 5 minutes after student dismissal

C. Half Days of Instruction

All students will attend 3.58 hours on all ½ days of school.

D. Non-classroom Teachers' Day

Non-classroom teachers will be expected to work the same number of contract hours per week as classroom teachers. If unusual circumstances arise which require additional time per month beyond these hours, compensatory time off will be granted to the staff person. The scheduling of this compensatory time will be worked out between that staff person and his/her supervisor.

In exchange for returning to work prior to the contracted start date, secondary counselors may flex the number of days worked during the school year. All guidelines regarding leave days (Article X) must be followed.

E. Staff Meetings and In-Service

All unit employees agree to remain after the basic day an additional (2) two hours per month maximum for building meetings, when those meetings are scheduled by the administration. There will be no Friday meetings except in emergency. Advance notice must be given of the estimated length of the meeting if it is to exceed one hour. It is recommended that each building reserve one specific night for meetings. Less than full-time teachers will attend meetings on a prorated basis. The third Tuesday and the following Thursday of each month will be reserved for KHEA meetings.

F. Elementary Recess

An a.m. (15 minutes) K-5 recess is optional and must be supervised by the teacher. There will be optional recess in the p.m. (K-5) supervised by all participating certified teachers (on a rotating basis). This excludes social workers, school psychologists, speech therapists, teacher consultants, interventionists and any other grant-funded employee whereby state and/or federal funding prohibits. Those working in more than one building will determine with their supervisor which building or buildings they will be assigned recess duty.

G. Elementary Lunch

Elementary teachers will have a duty free, uninterrupted lunch period of thirty five (35) minutes each day.

H. Middle School and High School Lunch

Middle School and High School teachers shall have a duty free, uninterrupted lunch period of twenty-five (25) minutes each day.

I. Elementary Preparation Time

Elementary teachers in grades Kindergarten through fifth shall have 220 minutes of planning time per week within the framework of the Specialists' program. In the event a Specialist is not available, a substitute will be provided when the absence is due to illness. No sub will be provided at the beginning or end of the school year or during program rehearsals.

All Specialists and Special Education classroom teachers will receive 220 minutes of planning per week within the framework of the instructional day. The instructional day schedules are noted under Article VII, A and B.

J. Secondary Preparation Time

Middle School and High School teachers will receive a planning period equal to one classroom period each day.

K. Use of Preparation Time

Planning time referred to in this contract shall be used for classroom preparation and parental, student, and staff consultations.

L. Prep. Time Compensation/Compensatory Time

Teachers can be required to teach during a preparation period for remuneration or, if the teacher chooses, compensatory time, provided, however, that no teacher may be required to do so more than two (2) times in any given contract year.

1. <u>Compensation:</u>	Elementary	\$12.00 per 1/2 hour
	Middle School	\$24.00 per period
	High School	\$24.00 per period

2. Compensatory Time: Compensatory time (comp. time) may be taken in half (1/2) day or full day units. Certified staff shall not be allowed to take compensatory time after exhausting allotted number of leave days within the school year without superintendent's approval. Three (3) days advance notice must be given to the building principal and shall be approved except where noted below providing a sub has been secured for the absence. All comp time must be used prior to ten (10) workdays before the last day of school. NOTE: Half days of school are counted as workdays.

Compensatory time will not be used during parent/teacher conference sessions, professional development days, PLC time, or to extend a scheduled vacation. At the end of the school year, any compensatory time of five (5) hours or less or any compensatory time earned during the last ten (10) work days, may be carried over to the next school year, but cannot be taken until after the first ten (10) work days of school. Teachers must notify the building administrator by June 1 of each school year as to their desire to carry over compensatory time or be paid for it.

M. Specialists' Schedule

1. All K-5 specialists will begin with students the first full day of school and will continue with students until the last full day of school.
2. The Association and Board will, before the first student day, develop travel time schedules for specialists in 20 to 30 minute blocks. If a 30- minute schedule cannot be provided for the Alpine/Zinser schedule, the principal will then provide setup or take down support.
3. Planning time sections for specialist teachers must be at least 20 minutes in duration.

N. Library Schedule

The libraries will be open to the staff and students on the second full day of school and will remain open until the last five (5) days of school.

O. Substitute Lesson Plans

It is the obligation of the teacher to have written lesson plans for a substitute prior to the substitute's arrival at the building involved.



P. Master/Mentor Teacher

The purpose of the Master Teacher is to assist teaching and non-teaching employees to reach an acceptable level or better level of performance.

The Board shall select the Master Teachers with the advice of the Association. The District shall promptly notify the Association of selection and assignment of Master Teachers. The positions shall be posted and filled on a voluntary basis.

Applicants shall be tenured. The Master Teacher shall work with probationary teachers, tenured teachers who have been placed on a plan of assistance and, as availability permits, teachers requesting such assistance.

If reasonable, the Master Teacher and the teacher assigned to him/her shall have the same preparation period where applicable.

Q. State/Federal Mandated Assessments

Building leadership will work with teacher leaders to develop alternative schedules during state/federal-mandated assessments. Every effort will be made to provide planning time in a fair and equitable manner.

**ARTICLE VIII**  
**CLASS SIZE**

A. Philosophy

The Board will make every reasonable effort to equalize the number of students in each class at any given level or subject area.

B. Class Size Limits

1. Elementary Class Size Limits

Grades K-2	-	26 students
Grades 3-5	-	28 students
Music & Physical Ed	-	32 students
Special Education	-	per KISD Approved Guidelines or Approved MDE Deviation

2. Secondary Class Size Limits

Grades 6	-	30 students
Grades 7-12	-	150 students (5 periods)
Special Education	-	per KISD Approved Guidelines or Approved MDE Deviation

The following are exceptions for grades 6-12:

- Band and Choir-Unlimited
- Physical Education (not including PEAK Performance) – 200 students (5 periods)

3. Elementary Remedy for Excess

If class enrollments exceed the above sizes, elementary (K-5) teachers shall receive either five dollars (\$5) per student per day that the overload exists, or at the elementary teacher's option, a hour of paraprofessional time per day for one (1) student over the class size limit, a ½ day paraprofessional for two (2) to three (3) students, and the equivalency of a full-day paraprofessional for more than three (3) students over the class size limit. If the enrollment in a

section of K-5 Music or PE exceeds 32 students, a paraprofessional will be assigned to the section.

4. Secondary Remedy for Excess

Secondary (6-12) teachers shall be compensated \$1 per student per day in classes where the overload exists.

5. Class Size Reimbursement

a. Elementary teachers electing paraprofessional support must request this remedy in writing to the building principal within five (5) school days of exceeding the class size standard.

b. Teachers electing compensation for class size overload must complete and submit the applicable Class Size Reimbursement Form within two (2) weeks after the end of each semester and will be paid within two (2) pay periods following submission.

c. Elementary teachers electing compensation as the initial remedy have an opportunity to request paraprofessional support for the second semester. Notification must be put in writing to the building principal at least 2 weeks prior to the end of the first semester.

6. Absolute Maximums

Class sizes shall not exceed the below amounts except where the teacher has agreed to a higher class size per the above provided remedy.

<u>Grades</u>	<u>Sizes</u>
K-2	32
3-12	34

C. Split Grades

The Board shall provide a half-time aide for all split grade classes.

D. Migrant/Special Education Relief

1. With respect to both migrant and special education students, building principals will attempt to equalize the distribution of such students within five (5) school days after a non-equalized situation is brought to their attention. If the principal involved cannot reasonably effectuate an equalization within the aforesaid five (5) day period, the principal will, on request of the teacher(s) involved, disclose all solutions considered and explain the reasons for rejecting the same and shall consider any reasonable, alternative solutions offered by the teacher(s) involved.
2. It is understood and agreed that the Board's obligation to attempt to equalize hereunder is contingent upon the teacher(s) involved first demonstrating to the principal that the presence of migrant students and/or special education students in the classroom is adversely affecting the educational process in the classroom as a whole, despite reasonable efforts by the teacher to effectively deal with the problem. If a teacher is dissatisfied with the building principal's determination in this regard, the teacher may appeal in writing, to the superintendent's office and the superintendent's designee will review the situation and decide whether attempted equalization will be made within five (5) school days after the appeal.
3. It is also understood and agreed that the Board's obligation to attempt to equalize hereunder is limited, in the case of special education students, to intra-building equalization attempts. With

respect to migrant students, equalization attempts mandated hereunder shall, if practical, be made on an intra-building or inter-building basis, as required to alleviate the problem.

E. Teacher Paraprofessionals (Aides)

Teacher paraprofessional employed by the Board will not be assigned by the Board or its representatives to positions of an instructional nature which are the professional responsibilities of the certified teachers. Teachers have the right to assign duties for the paraprofessional only during the times children are present for instruction, except in circumstances when the paraprofessional is a certified teacher and has been asked by the administration to substitute for a teacher in emergency circumstances where the procuring of a non-paraprofessional substitute would be impractical.

**ARTICLE IX**  
**SPECIAL EDUCATION**

A. Philosophy

The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that students with a disability have unique needs as determined by an Individual Education Planning Committee (IEPC).

B. IEPC Participation

Attendance at an IEP is mandatory in accordance with federal regulations. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC that is scheduled during a time the teacher is assigned to teach a class. Teachers may be required to attend an IEPC during their planning time or outside the negotiated school day. Efforts will be made to schedule the IEP as close to the school day as possible.

C. Teacher Referral

If any teacher has a reasonable basis to believe that a student with a disability's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.

Any member of the IEPC may request to reconvene the committee.

D. Additional Assistance

On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a student with a disability.

E. Changes with Law, Policy or Procedures

The Special Education Director or designee will be responsible to communicate via building staff meetings or a written communication any change in law, policy, or procedure that may affect the general and/or special education staff.

**ARTICLE X**  
**SICK LEAVE**

A. Number of Days

Each full-time teacher is allowed thirteen (13) days of sick leave each school year, accumulative to two (2) contract years plus twenty-six (26) days. Bereavement leave can be used as sick leave. A maximum of ten (10) sick days can be used for bereavement. Additional bereavement beyond five (5) days must be approved by the Superintendent.

B. Medical Appointments

Personal illness and EMERGENCY medical appointments qualify for sick leave. In cases of reasonable suspicion of abuse, the superintendent with concurrent notice to the Association may require a statement from a physician. Teachers will attempt to schedule elective surgery during vacation periods. Medical appointments directly related to personal illness qualify for sick leave.

C. Required Medical Examination

The Board may, at its expense, require a teacher to submit to physical or mental examinations by one of two appropriate specialists to determine whether involuntary sick leave is warranted.

D. Use of Sick Leave

Sick leave is compensable time off for illness for the teacher and his/her family. Sick leave may not be used for any purpose other than that for which it is intended. Misuse of sick leave may result in a deduction of a day's pay for each day misused.

E. Notice of Use

In order to qualify for sick leave, each teacher must give notification of by posting the absence in AESOP by 6:30 a.m.

F. Substitutes

The District will provide a substitute with a background in the subject area being taught, whenever possible.

G. Half Day/Full Day Deductions

Teachers who leave during the instructional day because of illness that have worked at least one period or one hour (whichever is less) will be charged with a half (1/2) day of sick leave. Employees working less than that amount of time will be charged with a full day of sick leave.

H. Workers Compensation

1. In cases of illness or accident wherein the teacher is paid benefits under the Workers' Disability Compensation Act of 1969, as amended, sick leave payments will not exceed the difference between the benefits paid under the provisions of the Act and normal salary.
2. All deductions will be based on the number of contract calendar days required.

I. Sick Leave Bank

1. Each employee will contribute one (1) day of his/her sick leave allowance to a common bank to be administered by the KHEA Executive Board and recorded by the District. Contributions to the

bank by part-time employees will be prorated on an allocation formula. At the beginning of each additional school year, each new employee will contribute one (1) day of his/her sick leave allowance to the sick leave bank. Any employee may make request(s) to the Association to withdraw days from this bank only after all regular accumulative sick leave has been exhausted. This request for consideration is to be made through completion of the designated form (Appendix D). When the sick leave bank is depleted, each employee will be immediately assessed one (1) day. An employee who is eligible for LTD and who is drawing paid leave days from the sick leave bank, may not continue to draw from the sick leave bank upon satisfying the ninety (90) day wait requirement for LTD payments.

2. It shall be mandatory that anyone borrowing days from the sick bank will have a gradual payback of two (2) days per year until the days are paid back.
3. Upon retirement, the sick bank needs to be reimbursed in full before any sick day payout is made to the employee.

J. Retirement

After ten (10) years of continuous employment, an employee who reaches the age of retirement to qualify for benefits under the teacher's retirement system and severs his/her employment with the Kenowa Hills Public Schools, shall be entitled to the following early retirement benefits:

1-90 days accumulated	\$35 per day
91+ days accumulated	\$45 per day

Sick leave earned and unused at the time of retirement or severance from employment after 10 years of service shall be paid into a Board elected 403b. Employees may select from district-approved list of 403(b) vendors. The retirement pay shall be remitted to the appropriate approved 403(b) Tax Sheltered Deferred Retirement Plan vendor no later than six (6) months after the staff member's last day of employment. Failure of the staff member to provide the Business Office their approved 403(b) Tax Sheltered Deferred Retirement Plan account information within six (6) months after the staff member's last day of employment will result in forfeiture of the employee's rights to the retirement pay.

**ARTICLE XI**  
**PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE**

A. Professional Days

Days on which an employee is in attendance at professional conventions, visitations to other schools and school systems, educational conferences and meetings, speaking engagements, etc., will not be regarded as absences, if prior administrative approval has been granted. All applications must be submitted to the building principal as early as possible. Approval may be given only by the Superintendent with the recommendation of the building principal.

B. Personal Necessity Days

For full-time employees, two (2) days of sick leave allowance are designated as personal necessity days. Notification must be given whenever possible at least three (3) days in advance of the leave day(s). No more than six (6) teachers (limit one day per teacher per year) and/or no more than twenty percent (20%) of each building, shall take personal days to extend a vacation. Personal necessity days used for conference must be limited to ten percent (10%) of the building staff on any given day. Personal necessity days may be taken in 1/2 day or full-day units. Personal days used during parent/teacher conference sessions, early dismissal days and during professional development require

the consent of building Principal. If one (1) additional personal necessity day is needed, it is not restricted, except; that the cost of the substitute will be paid by the employee.

Any teacher who used two (2) or fewer non-school related absences (sick, personal or comp time) in the school year will earn one (1) additional personal necessity day to be used the following school year without restrictions.

C. Child Care Leave

Child care leave, without pay or benefits, will be granted to employees for a period of no less than the balance of one (1) semester and no more than such balance plus two (2) additional semesters in accordance with the following provisions:

1. Such leave shall be available to adoptive parents.
2. In the event of the death of the object child of the leave, the leave may be immediately terminated by the Board at the request of the teacher.

D. Family Care Leave

Family care leave, without pay or benefits, will be granted to bargaining unit members for a period of no less than the balance of one (1) semester and no more than such balance plus two (2) additional semesters in accordance with the following provisions:

1. Family care leave shall only apply to a spouse, child (biological or adoptive or a step-child residing in the bargaining unit member's household), parent or family member for whom the employee is responsible.
2. The initial granting or continuation of family care leave may be conditioned at the discretion of the superintendent, upon the bargaining unit member producing a written statement from a physician that the family member being cared for is seriously ill.
3. In the event of the death of the family member, the leave may be immediately terminated, upon written request of the bargaining unit member.

E. Maternity Leave

Maternity leave is to be considered the same as any other personal illness. Any person on leave because of personal illness shall be considered personally ill until released from the physician's care.

F. Adoption Leave

Normally up to six weeks of sick days may be used for the adoption of a child. This time may be used before and after the date of the adoption. This time does not have to be used consecutively.

1. Notification to the superintendent's office should be made prior to leave use.
2. District may request proof from the adoption agency for district files.

G. Released Time for Officers

A non-compensable leave for up to two (2) years shall be granted to employees (KCEA/MEA/NEA) elected to county, state or national office. The employee shall be returned to a position for which he/she is certified and qualified at the conclusion of the leave.

H. Other Leaves

In addition to the specific leaves provided for above, an employee has a right to a leave of absence on the terms and conditions provided for herein.

I. Association Leave

Twenty (20) days will be granted for Association leave each year. The daily rate of the substitute teacher's salary shall be paid by the Association. The request for Association leave will be made in writing to the superintendent and signed by two (2) Association officers. If the Association does not use the twenty (20) days allowed in a year, the unused days shall accumulate to a maximum of thirty (30) days.

J. Unpaid Personal/Medical Leave

An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave, shall be placed on an extended illness unpaid leave of absence, without pay or benefits, for the duration of his/her disability, but not to exceed one year. An extension of the one year limitation may be granted at the sole discretion of the superintendent.

K. Federal Family Leave Act

Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, for serious medical conditions affecting themselves or their immediate family, or military qualifying exigencies, as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. The insurance that is continued will include "health, dental and vision."

L. Additional Leave Conditions

It is expressly understood and agreed that in addition to the terms and conditions of leaves provided for above, all leaves granted herein are subject to the following terms and conditions unless specifically provided to the contrary herein:

1. All leaves excluding child care and family care leaves, shall commence and end at the beginning of a semester, provided that the superintendent may, in his sole discretion, waive this policy in special circumstances. Child care and family care leaves shall start when necessary and end at the beginning of a semester.
2. The maximum length of any leave shall be one (1) calendar year in addition to any partial semester where applicable.
3.
  - a. All leaves shall be requested in writing (except unpaid personal leave), to the superintendent's office, at least six (6) calendar weeks in advance of a leave requested to commence with the second semester and four (4) calendar weeks in advance of the end of the second semester for a leave requested to commence with the first semester. Child care and family care leaves will not be subject to the time lines of this provision, but will be requested as soon as possible upon the employee learning of the need for such leave. See b. below for unpaid personal leaves.
  - b. Unpaid personal leave shall be requested in writing to the superintendent's office at least four (4) months before the end of the semester preceding the leave. One (1) unpaid personal leave is allowed during an employee's years of employment. Exceptions may be made only with approval of the superintendent.
4. Upon return from a leave of absence, an ancillary staff shall be returned to the position from which he/she left. If that position no longer exists, the ancillary staff member will be returned to a comparable position. A teacher shall be returned to a position for which s/he is certified and qualified.

5. Written notice of an employee's intention to return from a leave must be given to the superintendent's office not less than four (4) calendar weeks from the end of the second semester for a first semester return and not less than six (6) calendar weeks from the end of the first semester for a second semester return.
6. If an employee notifies the Board of his/her intention to return from a leave and in fact fails to return for work, that employee shall be deemed to have abandoned their position/employment.
7. While on a leave of absence, an employee may maintain his/her own insurance benefits at the employee's own initiative and on a self pay basis whenever that conforms with the policy of the applicable insurance carrier.
8. A second leave of absence within three (3) years of a prior leave is totally within the discretion of the Board.
9. No leave of absence shall be used for employment in any other educational institution without the prior written consent of the Board.
10. Employees returning from leaves of absence shall not receive experience credit for salary or longevity purposes for the time encompassed by any leaves.
11. No benefits shall accrue to an employee during a leave of absence, however, upon return from a leave, an employee's unused sick leave benefits, seniority, salary increments and longevity position which had been accumulated at the time the leave commenced, shall be restored to the returning employee.

## **ARTICLE XII**

### **VACANCIES AND JOB SHARING**

#### A. Definition of Vacancy

A vacancy shall be defined as an existing or newly created position that is unoccupied and that the employer intends to fill. Vacancies occurring less than 30 calendar days prior to the beginning of the school year, or after the commencement of a school year, shall be posted and awarded, but not necessarily filled until the commencement of the following school year.

#### B. Job Sharing

The District may consider job-sharing it determines to be appropriate. Job sharing shall be defined as two teachers sharing one full time assignment.

##### 1. Application

Two bargaining unit members desiring to share a teaching position may make application to the Superintendent by March 15 for the following school year. The application form for Job Sharing is available by request from the Superintendent's office. Applications shall include a written proposal regarding the division of days and hours of work, methods of communication, job duties, meetings, in-service, conferences, and the division of responsibilities and any other information requested by the employer, and shall be provided to, and reviewed by, the building principal and Association President or designee. The Superintendent or designee shall meet with the applicants to discuss their proposal. The Association shall present any concerns about adverse impact under the bargaining agreement to the Superintendent or designee. The Superintendent or designee shall make his/her decision granting or denying the application in writing. The decision shall be made by May 1. The decision of the Superintendent to deny a job



share is discretionary and shall be final and non grievable. Once approved for job sharing, both employees must reapply annually, in writing, by March 15th to the Superintendent.

The following shall be required of staff members involved with job sharing.

1. Job sharing assignments shall be filled by teachers who have jointly agreed to work together.
2. Teachers in a shared assignment shall substitute in each other's absence whenever possible and shall be paid at the substitute rate. The absent teacher shall notify the building principal of such arrangement.
3. Sick leave days, personal business days and other paid leave shall be accrued on a pro-rated basis.
4. Teachers in a shared time assignment will be paid on a pro rata share of salary. Fringe benefits will be made available on a prorated basis.
5. Attendance at staff meetings, staff development, and other days of required attendance for full-time staff will be required by shared time teachers, with no extra compensation. The principal may, at his/her discretion, allow exceptions to the staff meeting requirement. However, such exceptions shall establish no precedent or practice.
6. Attendance at parent teacher conferences will be required by both shared time teachers with no additional compensation.
7. Records day, daily attendance, and report cards are a shared requirement and staff members shall receive no additional compensation.
8. In the event that one of the two shared time teachers takes an unpaid leave or resigns for any reason, for the remainder of the school year, the other teacher will assume full-time responsibilities only if the number of school days remaining in the year is more than a semester. A substitute will be provided by the Board in such circumstances if the number of school days remaining is a semester or less. The teacher will be compensated at the full rate for the period of time in which he /she assumed full-time responsibilities. The Board may grant exceptions.

No job sharing shall be permitted if the agreement will, in any way, adversely affect the seniority, layoff, or recall rights of an employee, including those on layoff. In such situations, the adversely affected employee(s) and the Association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said employee(s) or the Association to waive such rights shall nullify the proposed job share and shall in no way result in an adverse effect upon the refusing employee or the employer.

To provide an environment conducive to learning, both staff members shall rely on consistent approaches to discipline. The district may impose additional conditions on the acceptance of a job share proposal. Further, the acceptance of a job share proposal is at the discretion of the employer.

It is understood that the administration or the teachers may opt to terminate the job sharing arrangement, effective at the end of the school year.

Application for termination or continuation of a job sharing arrangement must be made by March 15.

An application for job sharing represents a voluntary request for a reduction in work hours.

**ARTICLE XIII**  
**REDUCTION OF ANCILLARY STAFF**

A. Layoff Periods

The Board shall not lay off ancillary staff except at the end of the first (1st) or second (2nd) semester of any given school year.

B. Layoff Notice

In the event that the Board elects to lay off ancillary staff at the end of either the first (1st) or second (2nd) semester of any given school year, the Board shall give the ancillary staff to be affected not less than ten (10) school days notice prior to the end of the first (1st) or second (2nd) semester as the case may be.

C. Association Involvement

The Association shall have the right to review the layoff list five (5) business days prior to the notification of individuals to be laid off. The close of business (4:30 p.m.) on the fifth (5th) business day next following the Association's receipt of the list (not counting the day it is received) shall be the effective day of such layoff(s) and any rehiring or recalling of personnel or hiring of new personnel thereafter shall be in accordance with Board policy. The Association may file a grievance within said five (5) business day period, provided, however, that the filing of such a grievance or grievances shall not prevent the Board from implementing the layoff as proposed.

D. Areas of Layoff and Seniority

In the event of a layoff, the Board shall select the area to be reduced and shall then reduce ancillary staff on a seniority basis.

E. Leave of Absence Vacancy

Any position opening created by a leave of absence is a vacancy and shall be treated in accordance with the provisions of Article XIII, Section I.

F. Initial Seniority Lists

Seniority dates for employees hired between May 1, 1995 and December 31, 1995 shall be according to the rank order list developed by the Board and the Association on March 14, 1996.

Seniority date for employees hired on or after January 1, 1996 shall be established according to the following sequence of procedure:

1. The first day of compensated employment at a salary established in Article XXIII Salary- G. Salaries (Salary Schedule I, II and III) of the Master Contract.
2. Employment at other rates of compensation ie; summer training, counseling work, library work, drivers education etc. shall not receive seniority credit.
3. In cases of ties in seniority, the following procedure shall be utilized in the order listed below:
  - a. The earliest date of official Board of Education action to hire the employees.
  - b. A tie-breaker drawing conducted by KHEA using a luck of the draw process.

Seniority dates for employees hired prior to June 1, 1995 shall be according to rank order lists maintained prior to March 14, 1996.

G. Seniority Defined and Seniority List

Seniority is defined as unbroken service in the Kenowa Hills Schools while employed and shall include performing work related to the labor agreement within the Kenowa Hills Schools prior and subsequent to any administrative service. The Board will provide a seniority list annually by November 30. The Association shall have the right to grieve the seniority list consistent with the time lines provided at Level I of the grievance procedure. The Board shall provide the Association with notice of any deletions from or additions to said approved list within ten (10) days after such addition or deletions occur and said list together with said additions or deletions shall be binding upon all parties during the term of this Agreement. The Association reserves the right to grieve subsequent revisions of the list provided such grievance is filed within five (5) school days after the Association is given notice of the revisions. Failure to do so shall be deemed as approval of the list by the Association. The filing of a grievance with respect to the list shall not prevent the Board's implementation of decisions based thereon.

H. Recall Procedure

Any ancillary staff layoff shall be recalled in inverse order of layoff based on seniority, provided he/she is certified and Highly Qualified for the vacancy. No new ancillary staff shall be employed by the Board while there are unit employees of the District who are laid off unless there are no laid off ancillary staff with proper qualifications to fill any vacancy which may arise. The administration will not implement new programs with the purpose of circumventing the hiring back of laid off ancillary staff. Non-ancillary staff will be recalled in accordance with Board policy.

I. Unemployment Compensation Repayment

Employees who are notified of layoff and are subsequently recalled on or before the beginning of the school semester immediately following notice of layoff, shall return any unemployment compensation received to the Board or the Department of Consumer and Industry Services Unemployment Agency (whichever is legally appropriate) as a condition precedent to being recalled and reinstated. Failure to do so upon demand by the Board shall negate the employee's rights to recall. It is understood and agreed that should this provision be found to be illegal, the entirety of Article XIII of this Agreement shall be considered null and void and shall be renegotiated by the parties. It is also agreed that restitution shall be made by equal, pro rata deductions from the affected teacher's paychecks throughout the school year unless the teacher chooses to pay the same in one (1) lump sum. It is further agreed that this provision shall not apply to layoffs to commence the second (2nd) semester of any given school year.

J. Qualified Defined

When ancillary staff employees are released, it shall be on a least qualified seniority basis. Ancillary staff reinstated will be on the highest qualified seniority basis.

K. Notice of Recall

The Board will give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. It will be the responsibility of each employee to notify the superintendent, in writing, of any change of address and/or name. The employee's address, as it appears on the Board's records, will be conclusive when used in connection with layoffs, recall or other notice to the individual. The Board will notify all laid off personnel by certified mail of new contract language. The Association will receive a copy of all recall notices. The employee will have up to ten (10) working days upon receipt of the certified letter, to return to work.

L. Annexation and Consolidation

It is understood and agreed that should the KHEA/KCEA survive any consolidation or annexation as the collective bargaining representative of the combined bargaining units of Kenowa Hills and any other school district, the Kenowa Hills District shall and will meet its collective bargaining obligations with respect to the KHEA/KCEA and the resulting bargaining unit, provided, however, that this shall not require the District to bargain prior to any consolidation or annexation nor shall it require the District to apply the terms of this contract to the resulting bargaining unit or to negotiate a prohibited subject of bargaining.

**ARTICLE XIV**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. Student Referral

Within thirty (30) calendar days of the employee's initial referral, the appropriate building referral committee shall meet and consider such referral, it being understood and agreed that neither the amount of time spent nor any specific action taken can be guaranteed within said period. The teacher has the right to monitor any referral.

B. Assault on Teachers

Any case of assault upon an employee by a student must be promptly reported to the principal. The District will provide legal counsel to defend the employee with respect to such assault. An employee may use whatever force is necessary to protect himself/herself from attack or prevent injury to any individual.

C. Discipline/Physical Punishment

Any form of physical punishment of the pupil by an employee is prohibited.

D. Time Lost

Time lost by a teacher in connection with an assault by a student is not charged against sick leave. Compensation must be paid only if the employee is blameless in the incident.

E. Property Loss or Damage

The District will reimburse an employee for any loss or damage to his/her personal effects as a result of an assault by a student on the employee or his/her property while the employee is on duty in the school, on the school premises or on school business, provided the following have been complied with:

1. Automobiles must be parked in the designated areas and secured;
2. Any personal property or equipment which will be used for instructional purposes by the employee must be registered in the principal's office; any coverage will be contingent upon the fact that the employee acted in a reasonable and prudent fashion in protecting their personal belongings or effects;
3. The employee's personal insurance company will provide primary coverage. If the coverage is limited or nonexistent, the Board will assume the balance of the liability providing all other requirements in this paragraph have been complied with;
4. The Board will assume no liability for any sum of money. The Board will provide each teacher appropriate keys to his/her classroom and a lockable place in the teacher's building to keep his/her

outerwear and personal belongings, it being understood that this shall not obligate the Board to provide teachers with master keys nor shall it obligate the Board to purchase or construct new receptacles for personal belongings nor shall it obligate the Board to provide separate places for each teacher.

F. Parent/Student Complaints

Any complaints by a parent or student directed toward a unit employee will be promptly called to the employee's attention and, whenever possible, the identity of the complainant will be indicated. If the complaint is to become part of the employee's personnel file, the identity of the complainant will be revealed. The employee has the right to attach a written statement of his/her own concerning the complaint. This statement will accompany the complaint in the personnel file.

**ARTICLE XV**  
**OBSERVATION AND EVALUATION OF ANCILLARY STAFF**

A. Observations Conducted Openly

All observations of the work performance of will be conducted openly and with the full knowledge of the employee. Observations will be conducted in accordance with Board policy.

B. Grievability of Evaluations

Only an ancillary staff evaluation that is ineffective on an overall basis, shall be subject to the Grievance Procedure.

C. Extension of Time Limits

In the event of illness, injury or emergency, the evaluation time limits may, at the option of the Board, be extended by five (5) days with adequate notification.

D. Evaluation Criteria

The evaluation form to be used shall be distributed to employees being evaluated by October 1 of the evaluation year. All employees will be provided a copy of the evaluation form at any time the form is modified.

E. Negative Comments/Representation

Negative comments on the performance and evaluation of an employee shall be discussed with the employee, upon request, and shall be discussed with an Association building representative or officer present if desired by the ancillary staff or the Board, it being understood and agreed that if the Association building representative is not available because of classroom duties, absence, etc., the joint discussion shall take place at the next most reasonable time such a representative or officer is available. Suggestions for improvement of the employee's performance shall be included in the written evaluation and in subsequent observation and evaluation reports, failure to again note specific deficiencies for a period of two (2) calendar years shall be interpreted to mean that the employee has made adequate improvement with respect to those specific deficiencies.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

A. Who May Grieve/Grievance Defined

Any teacher, group of teachers or the Association, believing that there has been a violation or misinterpretation or misapplication of any provisions of this Agreement or any existing rule, order or regulation of the Board, relating to wages, hours, terms or conditions of employment, may file a written grievance with the board or its designated representative. The Kent County Education Association designates the Kenowa Hills Education Association President or his/her designee, as the local agent responsible for processing grievances.

B. Procedure

LEVEL I

A teacher, group of teachers or the local Association, believing that there has been a violation, shall within fifteen (15) school days of its alleged occurrence, orally discuss the grievance with the building principal and the representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) school days following the discussion, the grievant shall express the same grievance in writing and proceed in accordance with Level II on the grievance form as shown in the Appendix B.

LEVEL II

Any grievance filed by an employee, group of employees or the Association must be filed within fifteen (15) school days from the end of Level I. The Board hereby designates for its representatives for such purposes, the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one building. Within five (5) school days of the receipt of the grievance, the designated representatives of the Board shall meet with the Association in an effort to resolve the grievance. The Board's representative shall have ten (10) school days after that meeting to respond in writing. If the written response is not acceptable, the Association shall have five (5) school days to deliver the grievance to the superintendent (Level III). The grievant may or may not be present at such meeting. When the grievance is filed with the superintendent hereunder, it shall be considered to have been filed at Level III if it is a class action.

LEVEL III

The superintendent or his/her designee, upon receipt of the grievance from Level II, may meet with the grievant and his/her representative. The superintendent shall answer the grievance in writing and the grievance, with the response, shall be delivered to the Association within twenty (20) school days upon receipt of the grievance. If the grievance is denied by the superintendent, the Association shall have twenty (20) school days to deliver the grievance for arbitration.

LEVEL IV

If the grievance is submitted to arbitration, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by legislative act.

The arbitrator's authority is limited to deciding whether a specific provision of this Agreement has been violated. The decision of the arbitrator, if within the scope of his authority as set forth above, is final and binding.

The arbitrator's fee and other expenses of arbitration will be divided equally between the parties. Each party must bear his/her own personal expenses in connection with the grievance.

C. Improper Discipline

If any ancillary staff for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position or unjustly discharged, the arbitrator shall have the authority to reinstate the ancillary staff with full reimbursement for all compensation lost.

D. Statutory Exclusions and Procedural Requirements

It is expressly understood that the grievance procedure shall not apply to those matters for which statute authorizes specific remedy such as tenure teacher dismissal, except that a grievance related to an issue covered by statute specifically establishing a procedure for redress may be processed through the grievance procedure, terminating at the Board of Education level without recourse to arbitration as provided in paragraph A. However, it shall be the Board's intent to afford just cause and due process as a basic principle in the administration of the school district, except where prohibited by law, e.g. section 101 of the Michigan Teachers Tenure Act and section 15(3)(m) of PERA. Should either party fail to institute its specific requirements in processing a grievance under this article, it shall be considered as having been resolved, with remedy applied favorable to the aggrieved or that the grievance is terminated and further proceedings barred.

E. Time Limits

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedures as set forth herein.

F. Miscellaneous Provisions

1. In the event that a grievance is filed after May 1st of any year, the term "normal Central Office work days" will be substituted for "school days" in the above process.
2. No grievance can be filed at a higher level if the building principal was available during the time limits stated in either Level I or Level II, unless both parties agree.
3. In the event the appropriate administrator is not available, the grievant shall communicate with his/her next level administrator.

G. Grievance Procedure Exclusions

The following matter will not be the basis of any grievance filed under the procedure outlined except for breach of master contract:

- The termination of services or of failure to reemploy any probationary teacher
- Any other matter excluded from grievance arbitration by this agreement
- Any prohibited subject.

**ARTICLE XVII**  
**INDIVIDUAL CONTRACTS**

This Agreement supersedes any rules, regulations, and practices of the District or individual contracts issued by the District which are contrary to or inconsistent with its terms. The provisions of the Agreement are considered part of the established policies of the District.

**ARTICLE XVIII**  
**NO INTERRUPTION OF EDUCATION CLAUSE**

A. No Strike Agreement

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association and each employee agree that during the life of this Agreement, they will not encourage, participate in or cause, any interruption in the normal educational program of the District. Nor will they directly or indirectly engage in or assist in any strike (that is, the concerted failure to report for duty, or willful absence of an employee from his/her position, stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duty of employment) against the Kenowa Hills Public Schools.

B. No Reprisals

The Association will not directly or indirectly take reprisal of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities prohibited by this Article XVIII.

**ARTICLE XIX**  
**COPIES OF THIS AGREEMENT**

An electronic copy of this Agreement shall be provided to all employees and a hard copy will be available upon request to the Business Office. Ten (10) copies shall also be provided for the Association's use each year.

**ARTICLE XX**  
**EXTRA DUTIES**

A. Non-tenure Status/Limit on Extra Duties

1. It is understood that an employee performing extra duties has a non-tenure status in the extra duty position and failure to reemploy an individual in a capacity of other than classroom teacher shall not be deemed a demotion within the provision of the Tenure Act.
2. No employee may hold more than three (3) extra duties annually. In the area of athletics, no employee will hold more than one (1) major and one (1) minor coaching position. In the event that no qualified applicant can be found, the three-job limitation and the one-major and one-minor restriction may be waived by the District.

B. Evaluation of Athletic Extra Duties

In the area of athletics, the athletic director or the building principal, in conjunction with the varsity coach of that sport, evaluates each coaching position. The District retains final jurisdiction. The evaluation shall be completed by June 1 or within twenty (20) days after the conclusion of the activity, whichever is earlier. The coach involved must receive a copy and is entitled to a conference at his/her discretion and must sign the evaluation.



C. Cancellation of Extra Duties

Extra duties are all tasks defined in Tables I and II. The Board reserves the right to cancel any of the activities in Article XX, Table I and Table II.

D. Hiring Outside the Bargaining Unit

Vacant positions in any extra duty assignment will be posted in the method defined in Article XII. The Board then reserves the right to hire someone from outside the recognition clause for an amount of pay not to exceed the specified amount in the Master Contract. If the Board finds it necessary to pay an amount above the negotiated amount specified, the position will be reposted for consideration by association members before it is given to a non-association member.

E. Split Contracts

Split contracts will be on a voluntary basis.

F. Signing of Contracts

It is the intent of the Board that no extra duty activity will begin until a contract is signed.

G. Adding Extra Duty Positions

Extra duty positions will not be added without consulting with the Association.

H. Extra Duty Salary Schedule

Salary to be paid in accordance with the following schedules and proper completion of the extra duty pay request form. The form must be signed by the Athletic Director for all athletic related extra pay requests and by the building principal for non-athletic extra pay requests. The payroll department will advance the lump sum pay, when applicable, by the second pay period following receipt of the request for payment form.

I. TABLES FOR EXTRA DUTY RATES

Please refer to the appropriate Non-Athletic (pages 32-33) or Athletic (page 34) tables on the following pages. The base amount for all Extra Duty salaries is \$37,017.

TABLE I-A: Non-Athletics

SALARY TO BE BASED ON A PERCENTAGE OF THE BA BASE SALARY AND TO BE PAID IN A LUMP SUM UPON COMPLETION OF THE ACTIVITY.			
POSITION	STEP 1(%)	STEP 2(%)	STEP 3(%)
Debate	5.5	6.0	7.5
Lancer Paper	3.5	4.0	4.5
Forensics	4.0	4.5	5.0
Play, Director Non musical (limit 1)	3.5	4.5	5.5
Play, Musical Play Director (limit 1)	6.0	7.0	8.0
Music Director	3.0	3.2	3.4
Vocal Music Director	3.0	3.2	3.4
6 <sup>th</sup> Grade Camp Director	2.0	2.5	3.0
Senior Class Sponsor	3.5	4.0	4.5
Junior Class Sponsor	3.0	3.5	4.0

Freshman and Sophomore Class Sponsor	2.0	2.5	3.0
Yearbook, High School (if not a class)	11.0	11.5	12.0
Yearbook, High School (if a class)	7.0	7.5	8.0
Yearbook, Middle School	2.0	2.5	3.0
Student Council Directors, Middle School	4.5	5.0	5.5
Student Council Directors, High School	6.0	7.0	8.0
National Honor Society	3.0	3.5	4.0
Department Heads K-12	6.0	7.0	8.0
K-12 World Languages Department Head	6.5	7.5	8.5
Department Head Middle School Special Education	4.5	5.5	6.5
Department Head High School Special Education	4.5	5.5	6.5
Advisor/Advisee	Flat 4.5		
School Improvement Chair	4.0	5.0	6.0
Kenowa Connectors (High School)	\$75/day		
High School – School Store (if not a class)	11.0	11.5	12.0
High School – School Store (if a class)	7.0	7.5	8.0
Homebound	\$24/Hr		
Certified Online Classroom Monitor	Flat \$20/Hr		
HS Summer School	\$24/Hr		
HS/MS Tutoring	\$24/Hr		
Speech & Language Pathologist Certification	\$250 annually		

TABLE I-B: Music Department

SALARIES FOR THESE POSITIONS TO BE PAID QUARTERLY			
POSITION	STEP 1 (%)	STEP 2 (%)	STEP 3 (%)
Band Director	14.0	15.0	16.0
Assistant Band Director	9.0	9.5	10.0
Orchestra (Grades 5-12)	9.0	9.5	10.0
High School Vocal-3 performances	7.0	8.0	9.0
Middle School Vocal-2 performances	5.5	6.5	7.5
Music, Elementary (per building)	Flat \$500		

TABLE I-C: Summer Work

LIBRARIANS AND COUNSELORS WILL BE PAID PERIODICALLY UPON SUBMISSION OF VALIDATED TIME SHEETS ON THE NEXT AVAILABLE REGULAR PAY DATES			
POSITION	STEP 1 (%)	STEP 2 (%)	STEP 3 (%)
Counselors/Librarians	.059/hr	.69/hr	.074/hr

### Summer Professional Development

Pending award of competitive grant, resources would be allocated to provide mandatory summer professional development at a weekly stipend of \$1,000. Specific terms of the allocation will be subject to the grant. It is understood that this training will be 5 consecutive days during June or August, and will occur during the hours of 9:00 a.m.-4:00p.m. (or 7 hours in duration).

TABLE II – Athletics

PAY OPTION AS FOLLOWS:					
1. ONE LUMP SUM PAYMENT AT THE END OF THE SEASON TAXED SEPARATELY FROM REGULAR SALARY.					
2. ONE LUMP SUM PAYMENT AT THE END OF THE SEASON TAXED WITH REGULAR SALARY.					
3. PAYMENTS SPREAD OVER THE SEASON WITH REGULAR SALARY.					
POSITION	STEP 1 (%)	STEP 2 (%)	STEP 3 (%)	STEP 4 (%)	STEP 5 (%)
Basketball (Varsity)	13.5	14.375	15.25	16.125	17.0
Basketball (Asst.)	9.5	10.0	10.5	11.0	11.5
Bowling	8.5	9.0	9.5	10.0	10.5
Football (Varsity)	13.5	14.375	15.25	16.125	17.0
Football (Asst.)	9.5	10.0	10.5	11.0	11.5
Hockey	13.0	13.5	14.0	14.5	15.0
Hockey (Asst.)	8.0	8.5	9.0	9.5	10.0
Wrestling (Varsity)	13.0	13.5	14.0	14.5	15.0
Wrestling (Asst.)	8.0	8.5	9.0	9.5	10.0
Baseball/Softball (Varsity)	11.0	11.5	12.0	12.5	13.0
Baseball/Softball (Asst.)	8.0	8.5	9.0	9.5	10.0
Cross Country	9.0	9.5	10.0	10.5	11.0
Golf	8.5	9.0	9.5	10.0	10.5
Golf (Asst.)	5.5	6.0	6.5	7.0	7.5
Soccer (Varsity)	10.0	10.5	11.0	11.5	12.0
Soccer (Asst.)	5.5	6.0	6.5	7.0	7.5
Tennis (Varsity)	8.5	9.0	9.5	10.0	10.5
Tennis (Asst.)	5.5	6.0	6.5	7.0	7.5
Track (Varsity)	11.0	11.5	12.0	12.5	13.0
Track (Asst.)	7.5	8.0	8.5	9.0	9.5
Volleyball (Varsity)	12.4	12.9	13.4	13.9	14.4
Volleyball (Asst.)	8.0	8.5	9.0	9.5	10.0
Gymnastics	12.0	12.5	13.0	13.5	14.0
Cheerleading, Fall (Varsity)	5.0	5.5	6.0	6.5	7.0
Cheerleading, Fall (Asst.)	3.5	4.0	4.5	5.0	5.5
Cheerleading, Winter (Varsity)	8.5	9.0	9.5	10.0	10.5
Cheerleading, Winter (Asst.)	4.5	5.0	5.5	6.0	6.5
MIDDLE SCHOOL	STEP 1 (%)	STEP 2 (%)	STEP 3 (%)	STEP 4 (%)	STEP 5 (%)
Basketball (Boys/Girls)	5.5	6.0	6.5	7.0	7.5
Wrestling	5.0	5.5	6.0	6.5	7.0
Volleyball	5.0	5.5	6.0	6.5	7.0
Track	5.0	5.5	6.0	6.5	7.0
Track (Assistant)	4.0	4.5	5.0	5.5	6.0
Cheerleading	2.0	2.5	3.0	3.5	4.0
Cross Country	5.0	5.5	6.0	6.5	7.0
Athletic Photographer	Flat 3%				

**ARTICLE XXI**  
**MEMBERSHIP DUES AND PAYROLL DEDUCTIONS**

A. Membership Dues

Any employee may voluntarily choose to join the Association and pay dues or not join the Association and not pay dues.

B. Payroll Deductions

1. Payroll deductions will be available to employees for the Kenowa Hills Education Foundation, United Fund and any bank qualified to process an electronic deposit that is a member of the Automated Clearing House. Tax deferral programs heretofore approved by the Board shall be available to each employee; however, additional companies will be added only if the Board feels there is sufficient need to do so.
2. Written notification is required for any deduction or change in deduction. Automatic deposit deductions may be changed at any time on the proper written authorization form. The Board assumes no liability other than forwarding the authorized deducted amounts in a timely manner to the proper agency.

**ARTICLE XXII**  
**BENEFITS**

A. Underwriting Requirement and Responsibilities

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

1. Upon submission of a properly written application form to the Kenowa Hills Business Office, the Board shall provide benefits described in this article for those employees who meet the qualifications stated in this Agreement. With the exception of newly hired employees, any existing employee applications are subject to "open enrollment" which is described as: "a one month time frame per year that allows employees to change their type of insurance coverage to any of the choices that are available to their employment category and to make elections under the flexible spending accounts for the upcoming calendar year." Employees may add and/or delete dependents to their insurance coverage during open enrollment.

In addition to the open enrollment, employees have the ability to change their type of insurance coverage at the time of a "qualifying event". A "qualifying event" includes adding dependents due to marriage, birth, or adoption of a child, loss of insurance through a spouse, or a divorce or death of a spouse. These changes must be made within 30 days of the event as described in Article XXII.A.3.

2. Employees recalled by the Board or returning from leave, shall be eligible for Board paid premiums upon completion of appropriate forms. Such coverage shall become effective on the first (1st) day they assume their duties.
3. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in his/her

behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.

4. The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year and the July and August Board portion of the premiums will be paid by the Board.
6. The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
  - a. Timely paying of all premiums.
  - b. Complying with all requirements of the employer required by the carrier and/or underwriter.
  - c. Securing insurance coverage no less than that which is outlined in the certificates of insurance on file in the Business Office as of September 1.
7. To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective.
8. Board paid premium contributions for less than full-time employees shall be prorated on the basis of time stipulated by their individual contracts.
9. Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
10. An open enrollment period for health insurance and the flexible spending accounts described in A.1 of this Article shall be provided annually during the month of November. The effective date for health insurance elections shall be January 1<sup>st</sup>. The effective date for flexible spending account elections shall be January 1<sup>st</sup>. All open enrollment elections must be turned in no later than November 30.
11. The Board paid benefits are for all employees and their eligible dependents, as defined by the insurance carrier.
12. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the application insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations.
13. The School Board shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.
14. The Association shall be provided with copies of all insurance policies.
15. Health insurance coverage for all new employees will be effective September 1. For post September 1 new employees, coverage begins on the first day of employment. Coverage will remain in effect until termination or retirement from employment for bargaining unit members

who leave during the term of this Agreement and until expiration of this Agreement for other employees.

16. Employees working less than full time shall be entitled to a proportionate share of the benefits in accordance with the underwriting rules and regulations. Employees who work less than a full year will, upon resignation or termination, receive the pro rata amount of coverage dependent upon the number of days worked under the contract.
17. Eligible dependents shall be those who qualify as dependents with the Internal Revenue Service and under the provisions of the insurance policy. In no case will the Board pay any health premiums for duplicated coverage already covered by another employer on any spouse or dependents.
18. Employees who have a cost share of their medical, vision, dental, long-term disability or life insurance premiums may use the Flexible Benefits Plan or Cafeteria Plan as further outlined in Article XXII, I. The cafeteria plan shall also permit an employee who elects not to receive Board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this Agreement in Article XXII, G. The additional compensation shall be subject to all required tax withholdings.

B. Medical Care Insurance

1. The Board will provide for active full-time employees, MESSA Choices II or MESSA ABC HSA Plan 1 medical insurance, provided, that such contribution shall not exceed that required for the coverage category within which the employee is included; e.g. full family, two (2) persons, one (1) person, family continuation or sponsored dependent.

The health insurance plan will comply with section 166d of State law that prohibits abortion.

- a. Employees electing MESSA Choices II will pay a \$200/\$400 in-network (\$400/\$800 out-of-network) deductible. The health insurance plan will provide a \$10/\$40 Rx Saver prescription drug card.
- b. Employees electing MESSA ABC HSA Plan 1 will pay a \$1,250/\$2,500 in-network (\$2,500/\$5,000 out-of-network) deductible. This health insurance plan will provide a \$10/\$40 Rx Saver prescription drug card.

C. Life Insurance

The Board shall provide each employee with \$50,000.00 of term life insurance with A.D. & D., which shall be paid to the employee's designated beneficiary or beneficiaries. In the event of accidental death, the insurance shall pay double the specified amount.

D. Dental Insurance

The Board shall provide the MESSA Delta Dental Plan Auto Plus 100-90-90-90. The Class I, II and III maximum for Dental coverage will be \$2,500 with a \$2,500 orthodontic rider.

E. Long Term Disability Insurance

The Board shall provide the MESSA Long Term Disability Plan I, 90 day Modified fill, 66 2/3% of salary, \$6,000.00 monthly maximum.

F. Vision Insurance

The Board shall provide the MESSA Vision Plan VSP-3 Plus.

G. Option Package

1. Any employee has the right, without cost, to select the following package in lieu of MESSA Choices II or MESSA ABC HSA Plan 1 as described in Article XXII, Section B.

Additional Cash —Additional cash compensation shall be paid for certified staff members that opt out of Choices II or MESSA ABC HSA Plan 1 (based on 1.0 FTE). Those working less than 1.0 FTE will be paid on a pro-rated basis of their partial FTE. It shall be apportioned and paid out on the first and second payroll dates of each month, January through June and September through December. The additional cash compensation shall be based on a January through December benefit year. NOTE: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the Board.

The amount of additional cash in will be 60% of the single subscriber hard cap rate (based on 1.0 FTE) on health insurance.

2. MESSA Dependent Life (\$5,000 per spouse and \$2,500 per child);
3. The insurances as described in C through F of this article of the Master Contract.

H. Premium Sharing

The annual Board contribution for full-time employees will be limited to the legislated hard caps for health insurance, which will include premium and prefunded HSA account contributions. The Board will fully fund all non-health insurance benefits as indicated in C-F of this article. Part-time employees will pay the aforementioned premium sharing allocation plus prorated percentage based on FTE.

I. Insurance Purchasing

The Board may opt to purchase the MESSA Choices II or MESSA ABC HSA Plan 1, Life Insurance, Dental Insurance, Long-Term Disability Insurance, Vision Insurance, Option Package as described in paragraphs B through G of this article as part of a MESSA PAK, or may choose to purchase the same group coverages on an ala carte type (individual) basis from MESSA. The Board will evaluate which purchasing option (MESSA PAK or ala carte) is least costly. The Board retains the exclusive right to determine which purchase method is least costly for the school district and, to choose the least costly purchasing method. Additionally, the Board retains the exclusive right to purchase the term life insurance on an ala carte basis from any insurance carrier, and is not limited to purchasing the term life insurance from MESSA.

J. Flexible Benefits or Cafeteria Plan

The Board shall establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code which employees can voluntarily use for the employee cost share of any health, dental, long-term disability or vision insurance coverage. The cafeteria plan shall permit full-time employees and part-time employees who meet the eligibility requirements as determined by the School District to:

1. Health, Vision, or Dental Insurance Options

- a. Voluntarily pay the employee cost share of their health, dental, and vision insurance coverage, if any, on a pre-tax basis. Annual elections for pre-tax deductions towards health insurance coverage through the cafeteria plan will be effective for the period of January 1<sup>st</sup> through December 31<sup>st</sup> of the next year. Election forms will be provided by the Business Office.
- b. The Board will deduct any employee contribution amount through payroll deductions on a pre-tax basis under the Section 125 flexible benefits plan established by the Board, provided the employee meets the eligibility requirements and applies for Section 125 deductions.
- c. The Board may revise the flexible benefits or cafeteria plan as necessary to comply with the requirements of the Internal Revenue Code.

2. Medical Spending or Dependent Care Spending Accounts

- a. The cafeteria plan shall also allow eligible employees who are regularly scheduled to work at least 20 hours per week to elect to contribute to a medical spending account on a pre-tax basis to be reimbursed for qualifying medical expenses and/or to contribute to a dependent care spending account on a pre-tax basis to be reimbursed for qualifying dependent care expenses.
- b. Open enrollment for electing the medical spending accounts and the dependent care accounts (participating and setting deduction amounts) shall be in November of each year. Enrollment forms will be available in the Business Office.
- c. Annual elections (deductions) for medical and/or dependent care spending accounts are effective for the period of January 1 through December 31<sup>st</sup>. Federal IRS rules do not allow deductions to be changed mid-year unless a participating employee has a qualifying change in circumstance (i.e. death or divorce, birth of or adoption of a new child, etc.) Deductions shall be on a pre-tax basis. In addition, new employees shall be offered the opportunity to participate for the remaining months of the calendar year.
- d. Maximum amounts to be withheld for both medical and/or dependent care spending accounts will be set by the district and those amounts will be given to employees with enrollment documents. The total amount to be withheld will be divided over the 21 or 26 payroll periods or by an average amount of payrolls for all unit employees.
- e. Reimbursements will be made through the Benefits Administrator chosen by the school district. The documentation required and method of submitting for reimbursement will be outlined by the Administrator. Reimbursements of at least \$25 will be made, upon approval, within 7-10 working days.

**ARTICLE XXIII**  
**SALARY**

A. Salary Payment Schedule

1. Any employee may select one of the following salary payment schedules:  
21 payments  
26 payments



2. The election of a choice of pay periods, once elected, is irrevocable for that year. All pay period requests must be submitted on the proper forms to the Administration Office by the Friday following the last day of school. No request will be considered after that date.

B. Outside Experience/Credit

At the sole discretion of the Board, years experience outside the system may be given credit.

C. Part-Time Employees

All salary, as well as responsibilities for part-time employees, are prorated on the basis of time stipulated by their individual contracts.

D. Tuition

1. Subject to the dollar limitation below, the Board will reimburse each teacher up to \$1,000.00 for up to four (4) credit hour courses for eligible coursework. Eligible shall mean: All courses must be taken from an accredited institution. Credit for travel tours is not acceptable. Payment for courses shall be for those taken on a planned program in education and at a graduate level. Graduate credits, not under a planned program in education, and undergraduate hours will only be reimbursed upon the prior, written approval of the superintendent and is at his/her sole discretion. The total annual tuition reimbursements will not exceed \$25,000.
2. For reimbursement under this provision, proof of payment and a copy of the class grade received (C or better) must be received by the Association by October 1<sup>st</sup> for classes taken between August 15 (preceding year) and August 14 (current year). Bargaining unit members shall be reimbursed a proportional amount, but not to exceed \$1,000.00 nor for more than four (4) credit hours.

E. Advancement on Salary Schedule

In order to qualify for credit on the various schedules, credit hours whether earned prior or subsequent to this Agreement, must:

1. Be graduate (as opposed to undergraduate) hours, except with the prior, written approval of the superintendent and in his/her sole discretion. In the event an undergraduate course is approved for movement on salary schedules for one (1) employee, such course shall not be deemed to be approved for other employees, unless approved by the superintendent on a case-by-case basis.
2. Be attained subsequent to the attainment of the degree in question, whether Bachelor's or Master's, provided, however, that in the event an employee earned credit hours simultaneous with the attainment of the employee's Master's degree, all such hours simultaneously earned will be credited to the bargaining unit member for salary schedule purposes.
3. Be documented on an official transcript(s) and submitted to the Business Office prior to October 1 with lane changes occurring once each year in October.
4. Nothing herein shall be construed to remove any employee from any schedule already attained.

F. Mileage

In arranging schedules for employees who are assigned to more than one building or are required to use their personal transportation to accomplish school business, the Board will reimburse each employee on the basis of IRS approved rates per mile. Unit members electing reimbursement must

submit within two (2) weeks after the end of each semester and will be paid within two (2) pay periods following submission.

G. Salaries

1. 2015-16

- a. 0.75% on schedule increase
- b. No step advancement
- c. Lane changes, where applicable (Oct 1 deadline for transcripts)
- d. Off-schedule stipend of \$300 to be paid by June 30, 2016 for every 30 students gained based on the 2014-15 to 2015-16 blended count comparison
- e. Off-schedule salary increase subject to following fund balance provision providing fund balance remains higher than 10% the prior year:

Twenty (20) percent of any increase in fund balance earned during the 2015-16 fiscal year (as verified by the June 30, 2016 district audited statements – Statement of Revenues, Expenditures and Changes in Fund Balance) shall be distributed to bargaining unit employees in a form and manner mutually agreed upon by the Board and the Association. That distribution will occur on or near December 1, 2016 for the 2015-16 school year. The twenty (20) percent allocation shall include FICA, retirement and worker's compensation. The total amount to be distributed in 2015-16 and shall be capped at an equivalent of 2.5 percent of the amount paid to bargaining unit members on Schedule A. This will be considered an off-schedule bonus payment.

H. Extra Class

Teachers having a six (6) period teaching assignment with the loss of the planning period, shall receive an additional one-sixth (1/6<sup>th</sup>) of the teacher's base pay. Any half-year, or one semester assignment would result in the remuneration being one-half (1/2) of the figures above.

**ARTICLE XXIV**  
**SUBSTITUTES**

The Board shall adhere to the provisions of Section 1236(1) and (2) of the Michigan School Code of 1976. The Board shall not erode bargaining unit positions by hiring long term subs as temporary teachers. Long term subs may be hired to cover leaves of absence for employees not to exceed one school year (or the equivalent). Long-term subs may also fill positions becoming vacant after the commencement of the school year until filled in accordance with Article XII.

**INDEX BASE FOR TEACHER SALARY SCHEDULES**

KENOWA HILLS EDUCATION ASSOCIATION  
TEACHER SALARY SCHEDULE

2015-2016										
Base Salary is \$36,929 (BASE * INDEX AT STEP/DEGREE LEVEL = SALARY (rounded)) with exception of Extra Duty, which has Base Salary of \$36,654.										
STEP	BA		BA18		MA		MA15		MA30	
	INDEX	BA Salary	INDEX	BA18 Salary	INDEX	MA Salary	INDEX	MA15 Salary	INDEX	MA30 Salary
1	1.0099	37,295	1.05	38,775	1.1	40,622	1.15	42,468	1.2	44,315
2	1.04	38,406	1.09	40,253	1.15	42,468	1.2	44,315	1.26	46,531
3	1.08	39,883	1.13	41,730	1.2	44,315	1.25	46,161	1.32	48,746
4	1.13	41,730	1.18	43,576	1.26	46,531	1.31	48,377	1.39	51,331
5	1.18	43,576	1.23	45,423	1.32	48,746	1.37	50,593	1.46	53,916
6	1.23	45,423	1.28	47,269	1.38	50,962	1.43	52,808	1.53	56,501
7	1.28	47,269	1.33	49,116	1.44	53,178	1.49	55,024	1.6	59,086
8	1.33	49,116	1.38	50,962	1.5	55,394	1.55	57,240	1.67	61,671
9	1.39	51,331	1.44	53,178	1.57	57,979	1.62	59,825	1.75	64,626
10	1.45	53,547	1.5	55,394	1.64	60,564	1.69	62,410	1.83	67,580
11	1.51	55,763	1.56	57,609	1.71	63,149	1.76	64,995	1.91	70,534
12	1.51	55,763	1.56	57,609	1.71	63,149	1.76	64,995	1.91	70,534
13	1.51	55,763	1.56	57,609	1.71	63,149	1.76	64,995	1.91	70,534
14	1.51	55,763	1.56	57,609	1.71	63,149	1.76	64,995	1.91	70,534
15	1.51	55,763	1.56	57,609	1.71	63,149	1.76	64,995	1.91	70,534
16	1.53	56,501	1.63	60,194	1.78	65,734	1.83	67,580	1.98	73,119
17	1.53	56,501	1.63	60,194	1.78	65,734	1.83	67,580	1.98	73,119
18	1.53	56,501	1.63	60,194	1.78	65,734	1.83	67,580	1.98	73,119
19	1.53	56,501	1.63	60,194	1.78	65,734	1.83	67,580	1.98	73,119
20	1.53	56,501	1.63	60,194	1.78	65,734	1.83	67,580	1.98	73,119
21	1.53	56,501	1.63	60,194	1.78	65,734	1.83	67,580	1.98	73,119
22	1.65	60,933	1.7	62,779	1.85	68,319	1.9	70,165	2.05	75,704
23	1.65	60,933	1.7	62,779	1.85	68,319	1.9	70,165	2.05	75,704
24	1.65	60,933	1.7	62,779	1.85	68,319	1.9	70,165	2.05	75,704
25	1.65	60,933	1.7	62,779	1.85	68,319	1.9	70,165	2.05	75,704
26	1.65	60,933	1.7	62,779	1.85	68,319	1.9	70,165	2.05	75,704
27	1.65	60,933	1.7	62,779	1.85	68,319	1.9	70,165	2.05	75,704
28 ON	1.735	64,072	1.785	65,918	1.935	71,458	1.985	73,304	2.135	78,843

GRIEVANCE REPORT FORM  
KENOWA HILLS PUBLIC SCHOOLS

Grievance # \_\_\_\_\_

\_\_\_\_\_  
Building                      Assignment                      Name of Grievant                      Date Filed

**LEVEL II**

A. Date Cause of Grievance Discovered \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

C. Disposition By Principal \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

**LEVEL III**

A. Position of Superintendent or Designee \_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

B. Position of Grievant and/or Association \_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

Must be submitted at least 30 days prior to anticipated date of implementation.

VARIANCE FORM
KENOWA HILLS PUBLIC SCHOOLS
REQUEST FOR MASTER CONTRACT VARIATION
Experimental Programs/School Improvement

Article V, C. KHEA
Article V, D., KHSSA

Building \_\_\_\_\_ Today's Date \_\_\_\_\_

School Improvement Chairperson: \_\_\_\_\_

Staff members involved in planning: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Process used for decision-making:
vote \_\_\_\_\_
majority \_\_\_\_\_
2/3 \_\_\_\_\_
consensus \_\_\_\_\_
quorum \_\_\_\_\_
secret ballot \_\_\_\_\_
other \_\_\_\_\_

Description of the proposed program \_\_\_\_\_
\_\_\_\_\_

Anticipated contract implications (if known) \_\_\_\_\_
\_\_\_\_\_

Impact on other staff (list staff and impact) \_\_\_\_\_
\_\_\_\_\_

Clearly identify goals and objectives of program \_\_\_\_\_
\_\_\_\_\_

Describe process for evaluation \_\_\_\_\_
\_\_\_\_\_

Time line: Proposed starting date \_\_\_\_\_
Proposed ending date \_\_\_\_\_
Date for evaluation \_\_\_\_\_

Distribution: Principal Superintendent KHEA President KHSSA President Board President

APPENDIX C

## KENOWA HILLS PUBLIC SCHOOLS 2015-16 CALENDAR

<b>August</b>	31	No School for Students – Staff Professional Development (6.5 PD hours)	0 S	1 T
<b>September</b>	01	No School for Students – Staff Professional Development (6.5 PD hours)		
	02	No School for Students – Staff Professional Development (6.5 PD hours)		
	07	Labor Day – No School for Students or Staff		
	08	Staff Breakfast/Welcome, PLC (2 hours) + 1 hour staff meetings; Teacher work time in p.m.		
	09	First Day of School for Students (Full Day)		
	23	½ Day for Students; Staff PLC/PD in p.m.	16 S	19 T
<b>October</b>	07	Count Day		
	09	½ Day for Students; Staff PLC/PD in p.m.		
	21	½ Day for Students; Staff PLC/PD in p.m.	22 S	22 T
<b>November</b>	04	½ Day for Students; Records in p.m.		
	06	End of First Quarter		
	10	Conferences (K-12) 4:00-7:30 p.m.*		
	12	Conferences (K-12) 4:00-7:30 p.m.*		
	13	½ Day for Students; Conferences in p.m. (12:30-2:30p)		
	23	No School for Students – Staff Professional Development (6.5 PD hours)		
	24	No School for Students – Staff Professional Development (6.5 PD hours)		
	25-27	No School for Students or Staff - Thanksgiving Break	16 S	19 T
<b>December</b>	09	½ Day for Students; Staff PLC/PD in p.m.		
	21-31	No School for Students and Staff – Winter Holiday Break	14 S	14 T
<b>January</b>	01	No School for Students and Staff – Winter Holiday Break		
	04	School Resumes		
	27	½ Day for Students; Staff PLC/PD in p.m.		
	28	Middle and High School Exams		
	28	½ Day for Students; Records in p.m.		
	28	Middle and High School Exams		
	29	½ Day for Students and Staff		
	29	Middle and High School Exams		
	29	End of Second Quarter/First Semester	20 S	19.5 T
<b>February</b>	10	Count Day		
	15	No School for Students and Staff – Midwinter Break		
	24	½ Day for Students; Staff PLC/PD in p.m.	20 S	20 T
<b>March</b>	10	Conferences (K-5) 4:00-7:30 p.m.*		
	15	Conferences (K-5) 4:00-7:30 p.m.*		
	16	½ Day for Students; Conferences in p.m. (12:30-2:30p)		
	21	Conferences (Grades 6-12) 3:00-6:30 p.m.*		
	24	Conferences (Grades 6-12) 3:00-6:30 p.m.*		
	31	½ Day for Students; Staff Records in the p.m.; End of Third Quarter	23 S	24 T

<b>April</b>	01-08	No School for Students and Staff – Spring Break		
	27	½ Day for Students; Staff PLC/PD in p.m.	15 S	15 T
<b>May</b>	18	½ Day for Students; Staff PLC/PD in p.m.		
	27	½ Day for Students and Staff		
	30	No School for Students and Staff – Memorial Day Holiday	21 S	20.5 T
<b>June</b>	08	½ Day for Students; Staff Records in p.m. Middle and High School Exams		
	09	½ Day for Students; Staff Records in p.m. Middle and High School Exams		
	10	½ Day for Students & Staff Middle and High School Exams		
		End of Fourth Quarter/Second Semester; Last Day of School**	8 S	7.5 T
<b>Total Days</b>			<b><u>175 S</u></b>	<b><u>181.5 T</u></b>

\*\* June 13-17 shall be reserved for make-up days in the event additional days must be added to the calendar as a result of school cancellations that exceed the State allotment.

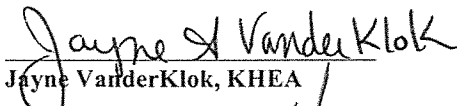
### School-Day Schedules

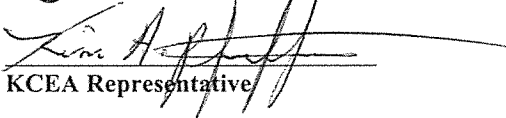
#### Alpine, Central & Zinser

Student Day	8:25 AM-3:35 PM
½ Day for Students	8:25 AM-12:00 PM
Teacher Day	8:15 AM-3:40 PM

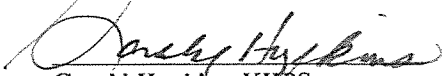
#### Middle/High School

Student Day	7:35 AM-2:40 PM
½ Day for Students	7:35-11:11 AM
Teacher Day	7:25 AM-2:45 PM

  
Jayne VanderKlok, KHEA

  
KCEA Representative

  
Nancy Nadler, KHSSA

  
Gerald Hopkins, KHPS

\*KHEA staff absent during Parent-Teacher Conferences will be deducted ½ leave day for each day missed.



## Sick Bank Guidelines

Any employee may make a request(s) to the Association to withdraw days from the bank only after all regular accumulative sick/personal leave has been exhausted.

Sick bank days are to only be used for illness or other medical related matters.

An application to borrow sick days must accompany all requests made to borrow from the sick bank. The application should be submitted to the KHEA President prior to the absence, or within five school days of first absence.

In cases of extended absences, it is the employee's responsibility to submit medical paperwork excusing the employee from work to the business office prior to the absence, or as close to the start of the absence as possible. Failure to do so may result in a lag or loss of pay.

It shall be mandatory that anyone borrowing days from the sick bank will have a gradual payback of two(2) days per year until the days are paid back.

Medical appointments: Personal illness and EMERGENCY medical appointments qualify for sick leave.

Teachers will attempt to schedule elective surgery during vacation periods. Medical appointments directly related to personal illness qualify for sick leave.

Sick leave is compensable time off for illness for the teacher and his/her family. Sick leave may not be used for any other purpose than that for which it is intended. Misuse of sick leave may result in a deduction of a day's pay for each day misused.

The Association maintains the right to deny sick bank requests or ask for doctor notes in cases of reasonable suspicion of abuse.

The Association maintains the right to review absence history prior to granting sick days from the bank.

Upon retirement, the sick bank needs to be reimbursed in full before any sick day payout is made to the employee.

**KHEA**

*Kenowa Hills Education Association*

## Sick Bank Request Form

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Personal Phone Number : \_\_\_\_\_

Anticipated date(s) of absence \_\_\_\_\_ to \_\_\_\_\_

Anticipated total number of days needed \_\_\_\_\_

Reason for Absence (circle) Personal Illness Family Illness

In cases of extended illness has the building principal(s) been notified about the approximate dates of the absence? (circle) YES NO Not Applicable

In cases of extended illness has a medical note excusing the absence from work been submitted to the business office? (circle) YES NO Not Applicable

Do you currently owe the sick bank for days for a previous absence? (circle) YES NO

Have you read the guideline pertaining to the use of sick bank days and abided by all guidelines established by the Association? (circle) YES NO

Additional Comments/Concerns:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ **Official Use Only** \_\_\_\_\_

Date Received by Association: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Signature of Association President \_\_\_\_\_

Date received by Business Office \_\_\_\_\_

Letter of Agreement Between  
Kenowa Hills Public Schools  
and the  
Kenowa Hills Education Association

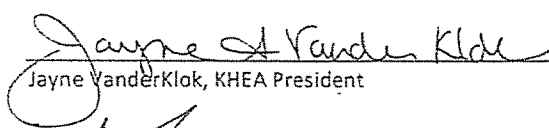
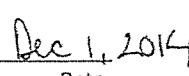
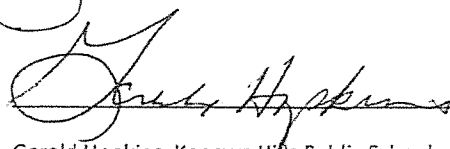
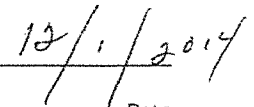
Re: 1% Increase into 403(b) Tax-Sheltered Annuity Plan for the 2010-2011 Year

The above named parties agree to the following until the expiration of the current bargaining agreement which expires August 15, 2015:

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing alternatives to assist them in achieving their retirement savings goal.

Each certified staff member will receive the equivalent of 1% of their 2010-2011 salary or wages placed in an approved 403(b) Tax Sheltered Deferred Retirement Plan. The 1% is based on the total amount earned at the end of the 2010-2011 fiscal year.

The 1% increase shall be remitted to the appropriate approved 403(b) Tax Sheltered Deferred Retirement Plan vendor under no later than six (6) months after the staff members last day of employment. Failure of the staff member to provide the Business Office their approved 403(b) Tax Sheltered Deferred Retirement Plan account information within six (6) months after the staff members last day of employment will result in the forfeiture of employee's rights to the 1% of their 2010-11 salary or wages.

 Jayne VanderKlok, KHEA President	 Date Dec 1, 2014
 Gerald Hopkins, Kenowa Hills Public Schools	 Date 12/1/2014

