



Kenowa Hills Public Schools
Education inspired.

AGREEMENT

August 16, 2018
through
August 15, 2021

BETWEEN

**Kenowa Hills
Board of Education**

AND

**Kenowa Hills
Support Staff Association**

AND

Kent County Education Association

KENOWA HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

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AGREEMENT

This Agreement is made and entered into as of the 16th day of August 2018, by and between the Kenowa Hills Public Schools Board of Education, hereinafter called the “Board” and the Kenowa Hills Support Staff Association, (KHSSA/MEA/NEA), represented by the Kent County Education Association/MEA/NEA, (KCEA, MEA, NEA), as the exclusive bargaining agent, hereinafter called the Association.

PURPOSE

A. ESTABLISH TERMS AND CONDITIONS

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

B. COOPERATIVE/DISPUTE RESOLUTION

The Board and the Association recognize it is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the Board and its employees as well as establish an orderly and peaceful resolution of labor disputes which may arise during the life of this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

C. BINDING OBLIGATION

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

**ARTICLE I
RECOGNITION**

A. INCLUDED/EXCLUDED

1. Included in the Association - The Board recognizes the Kent County Education Association/ MEA/NEA, (KCEA/MEA/NEA), as the sole and exclusive collective bargaining representative for all, secretarial-clerical staff, maintenance staff, grounds staff, food service staff, bilingual staff (school year), ASD paraprofessionals, migrant paraprofessionals and paraprofessionals (regardless of title) employed by the Board.
2. Excluded from the Association - Excluded from the above bargaining unit are all bus drivers, certificated personnel, all community education personnel, school nurse, recreation personnel, all student employees, the Assistant Superintendent for Curriculum and Instruction; the Superintendent; Director of Finance & Support Staff Human Resources, central office personnel, Support Services Specialist, all Supervisors, including Director of Food Service, Director of Transportation, Director of Operations, Director of Special Education and Early Childhood Education; Athletic Director; Dean of Students, all substitute and seasonal employees (seasonal employees are summer employees working between May 1st and September 30th), part-time employees regularly working fifteen (15) hours per week or less and all other employees of the Kenowa Hills Board or of any other employer.
3. Limit on Part-Time - The Board will limit the number of part-time food service positions to a total of twelve (12) employees each working fifteen (15) hours per week or less. The Board will also limit the number of part-time paraprofessional positions each working fifteen (15) hours to a total of thirty (30). This limit excludes crossing guards and migrant paraprofessionals. The Board will provide a list of fifteen (15) hour or less food service and paraprofessional employees to the association upon the request of the association president.

B. "EMPLOYEE" DEFINED

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined recognition clause.

C. CONTRACTUAL RELATIONSHIP

This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform under governing law.

D. EXCLUSIVE REPRESENTATION/INDIVIDUAL GRIEVANCES

Subject to the provisions of Public Act 379, the Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

E. EMERGENCY FINANCE 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
BOARD OF EDUCATION RIGHTS**

A. BOARD RESPONSIBILITY AND AUTHORITY

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. BOARD EXPECTATIONS

The Board 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 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 this Agreement.

D. DEVELOPING A PHILOSOPHY OF EDUCATION

The Board has the right to determine and develop the philosophy of education.

E. EXAMPLES OF SPECIFIC 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 rights to: Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the School District.

1. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force, and to lay off employees.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees.
6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria

F. LIMITED BY AGREEMENT

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

ARTICLE III EMPLOYEE RIGHTS

A. RIGHT TO ORGANIZE

Pursuant to the Michigan Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining 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 it will not directly or indirectly discourage or deprive or coerce any employee 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 employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement, 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 any other payment in support of the Association.

B. DISCIPLINE

1. Honor Agreement - Each employee shall honor the provisions of the Agreement. Failure to do so may result in disciplinary action against the employee.
2. Just Cause Protection - Any employee may be disciplined by the Director of Finance or their Supervisor for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, or reduced in rank or compensation without just cause and due process. Additionally, notification of any complaint against support staff shall be reported to the employee within 7 school days of the incident.
3. Progressive Discipline - All reprimands will include an explanation of what the violation was and how it can be corrected. Reprimands will be progressive (except in the case of serious violation of the rules as noted in Article III.B.5).

- a. Oral reprimand
 - b. Written reprimand
 - c. Suspension with or without pay as determined by the supervisor
 - d. Termination
4. Association Representation - Any bargaining unit employee who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit employee'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/Supervisor involved, it is necessary to take immediate action to protect life, limb, property or the integrity of the education process. The Association will provide the Board with a known representative in each building
 5. Notification - Excluding verbal discipline, the Administrator agrees to notify in writing the employee, and the local President of the discharged or disciplined employee.
 6. Termination - The termination process shall begin with the recommendation of the Supervisor that the employee be terminated. Steps 3 a, b and c. will normally precede this action unless the violation is of a "serious" nature. By way of illustration the term "serious" may include; physical fighting, drinking on the job, intoxicated on the job, illegal drugs, sexual misconduct, possession of weapons, theft, falsifying time cards, etc.

C. 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 employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. The employee has the right to remove any written material of which he/she is sole author from the personnel file at any time. The Central Office file is the official personnel file.

D. COMPLAINTS

No material, including student, parental, or school personnel complaints, will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

E. EVALUATION

The Supervisor or designee has the responsibility for evaluating each employee at least every two (2) years. Evaluations will be based on observed work performance (head cooks will receive two observations of one half (1/2) hour) and/or the results of work performance of the employee and said evaluations are to serve a dual purpose of (1) providing a basis for improvement and (2) providing a measurement of effectiveness. Written evaluations will be discussed with the employee by the last day of work for the school year, but not later than August 15 for twelve-month employees, and prior to placement in the employee's personnel file. The employee shall have the right to attach a written response to their evaluation. All monitoring and observation of the work of an employee shall be conducted openly. Criteria will be related to the evaluation form. Employee evaluation shall not be considered a step in the progressive disciplinary process. A copy of the current form shall be attached to the Agreement (Appendix F) and if/when the form is modified in accordance with the terms of the agreement, the new form shall be distributed to the employees.

F. FOIA REQUESTS

Employees will be notified of any requests to FOIA their personal file prior to release of the information requested under the FOIA. The employee can request that the district remove outdated or no longer relevant materials prior to releasing the file.

G. LEGAL RIGHTS

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

ARTICLE IV ASSOCIATION RIGHTS

A. USE OF MAIL AND COPY MACHINES

The free use of internal district mail service paper and electronic) will be extended to the Association. All materials shall be clearly marked KHSSA/KCEA/MEA/NEA (Association). The use of school duplicating equipment for Association business will be permitted for use by Association officers outside of work hours. There will be a per copy charge equal to that of district charges for use of the photocopy machines. The Association may also send material to the district central copy center. Charges for copies made by the copy center will be in accordance with established copy center rates. Use of any equipment owned by the District is subject to prior approval of the Board.

B. NON-DISCRIMINATION

Neither the Association nor the Board may discriminate against any applicant for employment to be employed in the performance of this Agreement with respect to his/her hire, 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 or physical condition, or their decision to join or not join the Association.

C. DOCUMENTS

The Board will furnish to the Association, upon written request from the Association President or designee, information which is available to the public concerning such matters as budget, personnel, etc. which will be used by the Association for the only purpose of processing a grievance or preparing for negotiations. The Board Policy regarding charges, if any, for this information will be followed by both parties. The proper form requesting information will be completed by the Association.

D. NOTICES

Any official notices to employees of the Association may be posted by the Board or the Association on the wall in the designated area in each building. It shall be the responsibility of the individual members of the Association to read and be aware of these postings and this will be considered an official method for the Board to post vacancies and communicate with its employees. The Board shall also post all vacancies or new positions via email.

E. FACILITY USE FOR MEETINGS

The Association may, with prior approval of the Board, hold meetings in Board owned facilities. Such use of Board facilities must be scheduled on the Master Facility Use Calendar by completing the proper form and sending to the attention of the Administration Office. The Board reserves the right to room and building assignment. There will be no charge for use of school facilities provided that the Board does not incur any

expense. Association use of facilities is limited to business rather than social functions and all provisions of the Board Facility Use Policy must be complied with at all times.

F. ASSOCIATION REPRESENTATIVE CONDUCTING BUSINESS

Duly authorized representatives of the Association (KHSSA/KCEA/MEA/NEA) will be allowed to transact official business on school property provided it is during a time when members of the Association are on appropriate breaks or are not being compensated. Representatives should announce their presence to the building administrator as they enter the building.

G. SUBCONTRACTING

The right to contract or subcontract is expressly vested in the Board.

H. EMPLOYER PROVIDED MEMBER INFORMATION

A. Any employee may voluntarily choose to join the Association and pay dues. By the second Monday in August designated Association Representatives will be given, via e-mail, a complete listing of bargaining unit staff that includes the following:

1. First and Last Name
2. Start date of employment
3. Classification/position assigned/place of work
4. Hourly pay rate/#of regular hours worked weekly/# of days worked per year (exclusive of summer school, any other non-regular school day/school year pay).
5. School email address and Personal email address (when provided by staff member)
6. Home/Mailing address and phone (cell) number (when provided by staff member)

B. Designated Association Representatives shall be given, via e-mail and attached excel document, the same information detailed in pay for Section A above within thirty (30) calendar days of any new hires of bargaining unit members that occur throughout the year.

C. Termination of employment by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail no later than thirty (30) calendar days after the member's last day of employment.

D. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives via e-mail no later than thirty (30) calendar days after the first day of leave.

E. The desired format for the submission of this information is in Microsoft Excel or a comparable spreadsheet program (e.g. Google Sheets).

F. The Association agrees this information satisfies the request of the same information as requested through PERA.

**ARTICLE V
NEGOTIATIONS PROCEDURES**

A. NO OBLIGATION TO NEGOTIATE

This Agreement represents the agreement of both parties on all issues which were the subject of negotiations. During the term of this Agreement, neither party is required to renegotiate with respect to any matter either directly or indirectly related to this Agreement.

B. PROBLEMS RELATING TO AGREEMENT

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 Agreement and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. 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 Bargaining Committees are empowered to effect temporary accommodations to resolve special problems.

C. BARGAINING AUTHORITY

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 representatives 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.

D. CONTRACT VARIANCES

The parties recognize the Board's right to implement pilot or experimental programs, not to exceed three (3) years. The Board and the Association are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Association and the Board. Provided further that no such variations shall be deemed precedent setting nor shall they extend beyond the life of the Agreement. The contract variance does not apply to pilot or experimental programs adopted by the Board. Any pilot program to exceed three (3) years may do so by mutual agreement of the Association and the Board.

Any modification of the current contract must be submitted on the approved deviation form. Said modifications must be mutually agreed upon by both the Board and the Association. See Appendix C for contract variance form.

Any contract request for variance shall be submitted to the District Professional Council for review. The Professional Council will meet within two (2) weeks after receiving a request for variance to review the request. If the request is approved, it will go to the KHEA, the KHSSA and the Board for final approval. The Professional Council shall be composed of the Superintendent, Director of Finance, KHEA President, the KHSSA President and others mutually agreed upon.

ARTICLE VI GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim, by one (1) or more employee(s), or the Association, of an alleged violation or improper application of this Agreement
2. Association grievances will commence, in writing, at Level Two. Grievances involving more than one (1) employee may be filed by the Association commencing, in writing, at Level Two.

B. PURPOSE

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

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

C. PROCEDURE

1. Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Level One are violated, no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President or designee and the Superintendent or designee.
 - a. For the purpose of the time limits in the grievance procedure, legal holidays, Saturdays, Sundays, the Wednesday before Thanksgiving, Christmas break and spring recess shall not be counted.
 - b. All other days that are normal Administration Office work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
2. Grievance Form - Grievances will be filed only on the form specifically designed for such a purpose and referred to as "Grievance Report Form - Kenowa Hills Public Schools." Copies of this form will be available from the Administration Office and Officers of the Association (A sample grievance form is shown under Appendix E in the back of this Agreement).
3. Levels
 - a. Level One - An employee shall, within ten (10) working days of the occurrence of the grievance, orally discuss the matter with the immediate Supervisor with the objective of resolving the matter informally.
 - b. Level Two - If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing with the Supervisor within five (5) working days of the oral discussion of the grievance with the Supervisor.

Within five (5) working days of the filing of the written grievance, the Supervisor or his representative will meet with the aggrieved employee, or the aggrieved employee and his/her Association Representative if the employee requests the Association Representative to be present, in an effort to resolve the grievance. The Supervisor will have five (5) work days from the date of this meeting to respond in writing as to his/her disposition.

An Association grievance commencing at this level shall be filed within ten (10) work days of the alleged occurrence of such a grievance.

- c. Level Three
 - i. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she shall within five (5) working days thereafter transmit the grievance to the Director of Finance indicating a desire to pursue the grievance to Level Three. At this level, the grievance must be signed by the aggrieved and the Association.
 - ii. Within ten (10) working days of receipt of such grievance, the Director of Finance or his designee may meet with the aggrieved and the Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Association Representative

within ten (10) working days after receipt of such grievance if the Director of Finance or Designee elects not to hold a conference to discuss the grievance, or within twenty (20) work days after receipt of the grievance if a conference is held.

d Level Four - 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 the Association shall not be permitted to assert in such arbitration hearing any ground or to rely on any evidence not previously disclosed to the Board and the Association. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. The Association will have twenty (20) work days to submit the grievance to arbitration.

D. Limits of Arbitrator and Fees of Arbitration - 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 his scope of authority, is final and binding. The Arbitrator's fee and other expenses will be divided equally between the parties. Each party must bear their own personal expenses in connection with the grievance.

The Arbitrator shall have no power to rule on the termination of service of a probationary employee or the failure to reemploy any probationary employee, or any matter involving the content of an employee's evaluation.

ARTICLE VII WORK WEEK, OVERTIME AND WORK SCHEDULES

A. WORK WEEK

A work week for payroll computation purposes shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on the following Saturday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for all employees will be Monday through Friday. If new positions are added in the future that require regular work on Saturday or Sunday a posting notice will state this schedule.

B. OVERTIME

Hours worked over forty (40) hours per week shall be considered overtime and paid at one and one-half (1-1/2) times the regular hourly rate for that job classification and employee. Overtime will be offered on a seniority basis within job classification and within the building when the overtime work is required. However, when overtime work necessitates the attendance of a particular secretary, the seniority requirement shall be waived.

If no employee within a building accepts the overtime, such work will be offered on a seniority basis to bargaining unit employees within the job classification. If no bargaining unit employee accepts the overtime, such work may be assigned to non-unit employees. Emergency situations will allow the Supervisor to assign the overtime as circumstances dictate. The overtime work to be offered according to this paragraph does not include the part-time and temporary work described in Article I of this Agreement. Also, the Extra Summer Work described in Article VIII, F., of this Article is not considered overtime as described in this paragraph.

When overtime cannot be scheduled within the building for Grounds and Maintenance employees, the Supervisor of Building and Grounds will maintain a list of employees willing to accept overtime and offer overtime to employees on this list on a rotating seniority basis. Employees may add or remove their names from this list at any time.

C. LUNCH PERIODS AND REST PERIODS (BREAKS)

1. Employees working four and a half (4.50) hours or more may schedule an appropriate duty free lunch period of thirty (30) minutes with their Supervisor. The final determination as to time of the lunch break will rest with the Supervisor.
2. The lunch period may be extended to sixty (60) minutes with the approval of the Supervisor.

3. Each employee working over four (4) hours per day shall receive one (1) paid fifteen (15) minute break for each complete four (4) hour period worked. The rest period will be scheduled by the employee's Supervisor. Employees who are denied breaks shall have access to the grievance procedure.

D. ABSENCES

All absences and/or deviations from the normal work schedule must be reported as required to their immediate Supervisor at least one (1) hour prior to the start of the employee's work shift. Giving as much prior notice as possible of an absence will help the Supervisor schedule any necessary substitutes.

E. SCHEDULING

1. Shift Assignment: The work schedule (hours and shift) will be determined by the Board (Article II,E,2). All changes in work shift will be discussed one (1) week in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration. In emergency situations, the Board may, at its discretion, waive the one (1) week advance discussion requirement referred to above with regard to changes in work shift.
2. Split Shifts: There shall be no work shift incorporating unpaid time in excess of the contractual lunch period for employees with lunch periods. At the secondary level unpaid time for paraprofessionals during a work shift may extend up to the length of one (1) class period. Employees who are not scheduled for a lunch period shall have no unpaid time from the beginning to the end of the shift.

This provision may be waived by mutual agreement between the employee and Board.

F. EXTRA SUMMER WORK

When additional summer work is required, excluding part-time positions, school year (10 month) employees (excluding non-bargaining unit positions) will be given the first opportunity to do this work provided they meet the job qualifications and they are the highest seniored person applying for the work. Employees interested in working during the summer will express said interest in posted summer vacancies during the posting period.

G. SECRETARIES' WORK HOURS

1. School Year - A maximum of two (2) secretaries may be assigned less than forty (40) hours per week per school building. A minimum of one (1) secretary will be assigned forty (40) hours per weeks for each three hundred (300) students enrolled in each school building as assigned by the Director of Finance. The work year begins the Monday two (2) weeks before certified staff reports and ends one (1) week after the last day of school for students. Spring Vacation and Christmas Vacation are not work weeks for school year secretaries. With the exception of the Thursday before Labor Day, any day that does not count toward the total number of required teacher days will not be a work day for school year secretaries without prior approval of the Director of Finance.
2. Calendar Year - Forty (40) hours per week or more as assigned by the Director of Finance. The month of July is not scheduled as work time for eleven (11) month secretaries. Spring vacation and Christmas vacation are scheduled work weeks. The guarantee will also apply to the weeks prior to the start of the school year and after school is out in June unless a holiday replaces eight (8) hours of the work week.
3. Athletic Director Secretary- The Athletic Director Secretary will be assigned to return to work one week earlier than others in order to assist with tasks that are required to be resolved due to fall athletics (i.e. sports physicals, schedules etc)

H. MAINTENANCE WORK HOURS

All maintenance employees employed forty (40) hours during the week ending 9/5/80 will be guaranteed forty (40) hours per week for twelve (12) months per year. All maintenance positions are considered calendar year (12 months).

I. PARAPROFESSIONALS' WORK HOURS

1. No paraprofessional is to work on days when students are not in attendance, and are to work one-half (1/2) day when students are in attendance for half days. Specific exceptions requesting to work when students are not scheduled must be approved in advance by the Director of Finance.
2. Autism program paraprofessionals will work the days and hours the autism program is in session. This will include the summer program unless the employee requests not to work during the summer. If a paraprofessional requests not to work during the summer, his/her position will be posted as a temporary summer position.

J. INPUT OF STAFFING CHANGES

If the Board makes a change in the number of district buildings or a change in the structure of programs in the existing buildings that forces a significant change in the number of employees' work stations or work hours, the Board will make a reasonable attempt to consult with the Association prior to making the change. It is not the intent of this section to limit the Board's rights under Article II, E,7. but to facilitate the necessary changes.

K. ORIENTATION DAY

Employees governed by this agreement are not mandated to attend the orientation day general sessions / speaker as well as their building meeting. Those who do work on this day will be paid for the time they are in attendance but not more than the hours they are regularly scheduled to work. The Association meeting will be unpaid time.

**ARTICLE VIII
WORKING CONDITIONS**

A. REIMBURSEMENT FOR 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 by the employee must be registered in the principal's office or with the Supervisor; any coverage will be contingent upon the fact that the employee acted in a reasonable and prudent fashion in protecting the personal belongings or effects.
3. The employee's personal insurance company will provide primary coverage. If the coverage is limited or non-existent, the Board will assume the balance of the liability providing all other requirements in Article IX, A., have been complied with.
4. The Board will assume no liability for any sum of money. The Board will provide a secure place for each employee to keep his/her belongings. A closet or desk used to secure belongings may be shared with other employees.
5. No tools, equipment or other personal belongings will normally be required for the performance of any duties covered under this contract. If employee owned equipment is required and is registered according to A,2. of this Article the Board will accept liability to the extent qualified above.

6. This coverage is not intended to cover any liability other than assault as described above.
7. The Board will use depreciation factors (per generally accepted insurance company schedules) in determining losses.
8. Employees making a claim under this article shall be required to submit a police report to the local police department and submit a copy to the Director of Finance prior to being eligible for benefits under this article. The Director of Finance may waive this requirement for a police report.

B. STUDENT DISCIPLINE AND STAFF PROTECTION

1. Administrative Support

- a. Administrative support and effective instructional practices walk hand in hand with providing students a quality instructional environment. Building administrators shall make every effort to support staff members in the establishment of a learning environment that is conducive to providing effective instruction and ancillary services. Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by administration. Continued efforts will be made to assure staff that they can provide a quality learning environment for all students.

2. Assault on Staff

- a. 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 reasonable force to protect himself/herself from attack or prevent injury to any individual. The definition of an assault being, causing or attempting to cause physical harm through force or violence. The accused student shall immediately be removed from that staff member's work site (i.e., classroom teacher/instructional paraprofessional) to provide all parties due process and a thorough investigation. The student committing the assault shall not return to the work site until an investigation has been concluded by the building administrator/supervisor and the staff member has been briefed on the outcome of the investigation.

3. The procedures for the handling of a verbal or physical assault shall be followed according to Board Policy 5610.01.

4. In an effort to provide a de-escalation for all parties concerned, the staff member can request to be excused during the time an administrator investigates the alleged physical assault or threat of a physical assault. Depending on the severity of the situation, the staff member may be excused for the remainder of the day with pay without utilization of sick or personal time for that day, as determined by the administrator.

5. Should the staff member require counsel from a professional and/or time to report the incident with law enforcement, the following work day, or the portion of the following work day needed to meet with law enforcement, shall be excused without loss of personal or sick time.

6. Seclusion and Restraint Provisions

- a. Training - The District shall provide, at no cost to the staff member, all relevant training needed to meet all federal and state mandated Seclusion and Restraint provisions. Key identified individuals will be provided required additional training. All said training shall be scheduled during the employee's regular work day, whenever possible, or the staff member will receive the professional rate. Upon completion of said training, staff member shall provide proof of such to be placed in the staff member's personnel file.
- b. Key Identified Personnel/Designated Seclusion Room Names of all Key Identified Personnel responsible for carrying out Restraint/Seclusion procedures for each worksite shall be provided to certified staff at the beginning of each school year. Additionally, each worksite shall have the appropriate Seclusion areas designated and procedures shall be communicated to all employees.

C. RESTROOMS

The Board shall provide rest rooms and rest areas for employee use.

D. REIMBURSEMENT FOR WORKSHOPS AND COURSE WORK

1. The Board will allow, upon approval of the Supervisor, attendance at special workshops or conferences designed to improve or broaden work skills and knowledge relative to work assignments. When such programs are sponsored during the work day, the Board, upon approval of the Supervisor, shall reimburse employees for the cost of the conference, provide transportation remuneration, and pay the employees for such other approved expenses, without loss of wages, up to the dollar amount mutually agreed upon in advance by the employee and Supervisor.
2. The Board will reimburse employees for the cost of classes relative to work assignment. In order to qualify for reimbursement, employees must submit a written request at least ten (10) days prior to the beginning of the class. The class must be related to the employee's regular assignment. Class work must not interfere with the employee's regular assignment. The employee's Supervisor will make the determination as to whether or not a class is approved. The Supervisor's judgment of relevancy is final and binding. Each request for reimbursement will be considered individually. If the Supervisor rejects the class, the employee may request a reason for the rejection. Reimbursement is subject to employee satisfactorily completing the course with a passing grade. The employee must submit the class fee receipt to the Board for payment authorization. Any employee eligible to receive reimbursement for classes must intend to continue Board employment upon completion of such class(es).

E. TRANSPORTATION LIABILITY COVERAGE

When employees are requested and authorized to transport students in their personal cars the employee's car insurance will be considered the primary coverage. Once the limits of the employee's automobile policy are reached (or if they are non-existent) the school district's fleet insurance policy will provide coverage over and above the car owner's insurance. Employees in the Association will be listed in the fleet insurance policy as additional insureds under the "non-owned automobile" section of the fleet insurance policy.

F. CLOTHING ALLOWANCE

Because of the unusual wear and tear on clothing, shoes, etc. the following employees, upon hire within the job classifications listed below, will receive the following subsidies as an allowance to off-set this wear and tear:

1. Food Service – The district will provide \$50.00 (for purchase of shoes), and district approved shirts for each food service employee per year. The supervisor will provide a list of approved clothing items. Items not on the list need approval by the supervisor prior to purchase. The first year of employment the district will provide five (5) shirts and two (2) aprons. Each additional year two (2) shirts & one (1) apron will be provided.
2. Grounds and Maintenance – The district will provide \$55.00 (for purchase of shoes), and district approved shirts for each grounds & maintenance employee per year. The supervisor will provide a list of approved clothing items. Items not on the list need approval by the supervisor prior to purchase. The first year of employment the district will provide five (5) shirts. Each additional year two (2) shirts will be provided.
3. Reimbursement Procedure - In order for the employee to receive their subsidy, they must submit an itemized receipt to the Director of Food Service or the Director of Operations per classification who will then approve the purchase and forward to the Business Office for final reimbursement.

4. Allowance for Probationary Staff - Should an employee under these classifications fail to successfully complete their probationary period, any clothing provided to the employee to be used during their term of employment shall be promptly returned to the District and in a clean condition.

G. FOOD SERVICE LUNCH

Food service employees will be entitled to free lunch on days they are working in the food service program and lunch is being prepared and served for students. Prepackaged food or snack items prepared by outside vendors that are purchased by the school district are excluded from this free lunch provision. Some examples of prepackaged food or snack items would be yogurt, Klondike bars, ice cream sandwiches, and potato chips. Exceptions are prepared food that is served with a student lunch and discarded prepackaged food.

H. IN-SERVICE FOR INCLUSIVE EDUCATION

Appropriate in-service training, as determined by the Special Education Director, will be provided for support staff working with inclusive education students. Requests for training should be sent in writing to the Special Education Director for consideration.

I. STUDENT MEDICATION

The District will follow the laws governing dispensing medication to students in accordance with Board Policy 5330. The District shall provide annual training on administration and procedures.

ARTICLE IX VACATIONS, HOLIDAYS AND UNSCHEDULED CLOSINGS

A. HOLIDAYS

All employees working more than fifteen (15) hours each week will be paid for the following holidays if they occur on or are legally celebrated during the work year in which the employee is scheduled to work (e.g., school year employees will not be eligible for July 4th holiday, etc.):

Labor Day ^{Note 1}	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day After Thanksgiving ^{Note 2}	Good Friday ^{Note 3}
Christmas Eve Day	Memorial Day
Christmas Day	July 4th

1. Labor Day holiday compensation will be provided only to employees who commence working their regular scheduled work days before Labor Day.
2. If an employee is required to work on the Friday following Thanksgiving, the employee will be paid double time, or if mutually agreeable to the employee and his/her Supervisor, straight time will be paid and compensatory time off allowed.
3. Good Friday holiday will be observed and compensated the Friday immediately preceding Spring Break.

B. PERSONAL DAYS

1. Upon successful completion of the ninety (90) day probationary period, three (3) personal days will be granted each year to all employees equivalent to their normal work day pro-rated retroactively to their start date.

2. Any support staff 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 day to be used the following school year without restrictions (including non-student contact days).
3. Personal days are non-accumulative from year to year for all employees.
4. Employees must use their personal days on scheduled work days that occur during the school year.
5. Extra days off without pay must be approved in advance by the employee's immediate Supervisor.
6. The three (3) personal days allocated to employees must be used no later than June 30. Personal days that are not used within the year they are allocated will convert to sick days.
7. Personal days must be requested in advance and approved by the immediate Supervisor. These days must be taken in equivalent half (1/2) day units. When a personal day is used the employee will be compensated at his/her regular hourly rate for the number of hours normally worked.

C. PAID VACATION

1. Length/Eligibility - All full-time thirty five (35) hours or more employees working forty four (44) weeks or more will receive paid vacation as follows:

Length of Service Completed	Length of Vacation
More than ninety (90) days, but less than one (1) year	Prorated portion of ten (10) working days
One (1) year through five (5) years of completed service	Ten (10) work days
Six (6) years through ten (10) years of completed service	Fifteen (15) work days
Eleven (11) years or more of completed service	Twenty (20) work days

2. School Year Secretaries (full or part time), full-time food service and full-time paraprofessionals who have five (5) years on the seniority list shall receive five (5) days of vacation. The vacation will be paid during the Christmas recess and any remaining days unused during the Christmas recess will be paid during the Spring Break recess. Any exception must be approved in advance by the Director of Finance.
3. Requests - A written request designating the vacation period desired shall be filed with the immediate Supervisor at least two (2) weeks prior to the vacation time requested. The immediate Supervisor will make the final determination on vacation dates requested and will give a response within five (5) working days.
4. Conditions
 - a. A paid vacation day equals the number of hours per day that the employee worked when the day was accrued.
 - b. Employees shall not be paid in lieu of taking vacations.
 - c. Vacation days not used within the year following the year in which they were earned will expire. The non-accumulation example described in this paragraph would hold for all successive years covered by this agreement.
 - d. At the end of the subsequent fiscal year unused vacation days will roll over into sick days.
 - e. Extra days of vacation without pay will not be allowed except under very unusual circumstances. Extra days off without pay must be approved in advance by the employee's immediate Supervisor.
 - f. All support staff personnel should plan their vacation during the summer months. Single vacation days may be taken with the permission of the immediate Supervisor.

- g. Employees scheduled to work twelve (12) months will be allowed to take their vacation anytime during the year upon approval of their immediate Supervisor.
5. Employees that are awarded vacation hours after a stated period of service and provide timely written notice of retirement to the District shall be awarded vacation hours prior to the stated date of retirement. Employees will be awarded hours based on the stated date of retirement. If the retirement date is not at the end of a fiscal year, the number of hours will be awarded on a prorated basis determined by number of month worked in the current fiscal year. If the employee severs employment prior to the date as stated in the written notice of retirement to the District, the employee's final compensation will be reduced to refund the District for any vacation hours taken by the employee but not earned by the employee prior to the termination of employment.

D. ACT OF GOD/UNSCHEDULED CLOSINGS or DELAYS

1. **Limit on Act of God Days** - Nothing in this agreement shall require the Board to keep offices/school and Administration open in the event of inclement weather, or when otherwise prevented by an Act of God. The first three (3) days in each fiscal year that schools are closed for a fully scheduled day (full day, or scheduled half day or early release day) to students due to the above conditions, employees shall not be required to report to their work assignments and shall suffer no loss of wages. "Act of God" days as described above are limited to three (3) per fiscal year.
2. **Emergency Work** - Employees requested to report for work due to emergencies such as snow removal, heating system repair etc., during such inclement weather conditions shall be compensated at one and one-half (1-1/2) times their regular rate of pay.
3. **School Delays** – When school is delayed from opening due to Act of God Days, employees scheduled to work on that day will report to work based on the chart below. Those positions who “Must Report” will be compensated for the actual hours worked. There will be no compensation for lost time for positions that are only required to “Report with Students” on these delay days.
4. **School Closing/Delays - What to do**

CLASSIFICATION	1st, 2nd & 3rd Full Day Closings	Full Day Closings After the 3rd day	Delayed Openings
Paraprofessionals	Do not report	Do not report	Report with students
Grounds and Maintenance	Contact Bldg & Grounds Supervisor	Must report	Must report
Food Service	Do not report	Do not report	Must contact Food Service Director
Secretaries	Do not report	Must report	Must report

5. **Additional Information:**
 - a. **Full Days Closings:** Employees will be paid for the 1st, 2nd & 3rd full days in cases where they do not report to work as described in the chart above. Starting with the fourth day, employees will not be paid, if they do not report to work. If one of the first three Act of God days occurs on a day that is scheduled as a half day or early release day, those hours shall be compensated based on the hours scheduled for

that day, but shall be considered a “full day” in terms of the number of Act of God days accrued. If an employee is not scheduled to work on a day where there is a school closure, that day shall not count towards Act of God Totals.

- b. Starting with the fourth day, individual employees should make their own decision concerning the safety of driving conditions before reporting to work if they are shown as “Must Report” on the chart above. Employees are not required to report for work, if they feel driving conditions are unsafe or roads are impassable. Secretaries should contact the building principal either at school or at home, if they will not be reporting to work. Grounds and maintenance employees should contact the Supervisor of Building and Grounds.
- c. Recording Time Worked On School Closing Days - Employees who have already reported for work (prior to the school closing) on the 1st or 2nd day when school is closed, will be granted additional pay or paid time off which can be used later on. The paid time off or additional pay will be granted on a 1 to 1 basis for time worked under these circumstances. A record of any time worked must be submitted by the employee to his/her immediate supervisor on the next regularly scheduled work day. The record of time worked on school closing days will be kept by the immediate supervisor. Paid time off may only be used with the approval of the employee’s immediate supervisor. Employee requests to take time off from work using time worked as described in Article X.D.3.c. must be made at least two (2) weeks prior to the time off date requested. Any paid time off that has been accumulated during the school year must be used by June 30th of that year.
- d. Recording Time Worked on School Delay Days – Employees will be paid for the hours actually worked on school delay days. There will be no provisions for compensation of loss of wages on school delay days for hours not worked.

E. EMERGENCIES

In the event of an unscheduled closing of a building while the rest of the district remains open, employees may be allowed to reschedule lost time within the pay period with the approval of the employee's immediate Supervisor. Rescheduled time will be handled on a case by case basis throughout the school building depending on the employee’s classification, work shift, and assignment.

ARTICLE X LEAVES WITH PAY

A. SICK LEAVE DAYS

1. Accumulation - At the beginning of the fiscal year, employees shall be credited with the same number of sick leave days as months they are scheduled to work:
 - Maintenance/Custodial - 12 days
 - Secretarial - 11 days
 - Paraprofessional/Food Service - 10 days

The maximum accumulation of sick leave days is 300 days. Sick leave days are pro-rated retroactively to the employees start date for new hires to the unit upon successful completion of the ninety (90) day probationary period.

2. Conditions for Use - Personal illness, disability or emergency medical/dental appointments that cannot be scheduled after/outside of working hours of the employee and/or spouse, child, parent in the house or for whom the employee is a legal guardian shall qualify for sick leave. If there is a reasonable suspicion of abuse of sick leave, the supervisor may, with concurrent notice to the Association, require a statement from a physician. Absences in excess of three (3) consecutive days may require a statement from a physician. Sick leave may also be used as bereavement leave for family members. The number of days used for bereavement leave shall not exceed five (5) days. In order to qualify for sick leave, each staff member must give notification of absence by posting absence on AESOP or notify immediate supervisor by 6:30 a.m. or one hour prior to the beginning of the shift.

3. Bonus Payment - Full-time employees using four (4) or less sick leave days per year shall receive the equivalent of one (1) day's pay. Part time employees using two (2) or less sick leave days per year shall receive the equivalent of one (1) day's pay. The sick leave usage year shall be measured from 7/1 - 6/30. All days used during the period 7/1 through 6/30 that are chargeable to the employee's sick leave balance shall be used to compute annual sick leave usage.

B. SICK BANK

Any employee not in a period of probation whose illness extends beyond the employee's available sick leave days may be granted additional sick leave time from the Sick Leave Bank.

1. After completion of the probationary period, each new employee shall contribute the equivalency in hours of two (2) sick leave days into the Sick Leave Bank.
2. A Sick Leave Bank Committee composed of two (2) employee representatives and an administrator selected by the Board, shall develop its own guidelines relative to the operation of the Sick Leave Bank. The Committee may grant such additional sick leave to an employee based on demonstrated need. The Committee shall not be compelled to grant sick leave retroactively, and the decision of the Committee will be final and not subject to the grievance procedure. The Committee will meet no later than five (5) school days after any formal request for additional sick leave filed with the Business Office. The Committee may replenish Bank Days by request to the Association, which shall determine the method by which the Bank shall be replenished.
3. Employees will receive health insurance and ancillary health benefits if employee qualifies for those benefits.
4. Employees shall not be granted salary step advancements nor accrue other contractual benefits while under this paid leave from the sick bank.
5. 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 90 day wait requirement for LTD payments.

C. JURY DUTY

Jury duty, or employees subpoenaed as witnesses in court, shall be considered an approved leave-of-absence and not charged against accumulated sick leave for all employees. The employee shall receive the difference between jury duty pay and their regular wage provided such service is not more than the equivalent of two weeks' pay.

D. WORKER'S COMPENSATION

1. In cases of illness or accident wherein the employee is paid benefits under the Worker's Compensation Act, sick leave payments will not exceed the difference between the benefits paid under the provisions of the Act and normal wage.
2. All deductions will be based on the number of hours normally worked.
3. If physically able, an employee injured on the job shall file a written report with his/her immediate supervisor. This report should be filed as soon as possible after the accident but no later than 24 hours after the accident. The proper forms are available from the supervisor.
4. Any employee's injury requiring loss of time from work whereby the employee would receive Worker's Compensation benefits, shall report the amount of such compensation benefits to the Administration Office upon receipt.
5. If an employee is physically able and fails to file the "Report of an injury to Employee" form as required in 3. above within twenty-four (24) hours of the injury, the employee involved will indemnify the Board

for any costs or damages which may be assessed against the Board as a result of the untimely reporting of the accident or injury.

6. Once a claim has been filed with the Board it will be the Board's responsibility to immediately file the claim with the Worker's Compensation insurance carrier. After the claim is filed with the insurance company all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.

E. ASSOCIATION LEAVE

1. Up to a total of fifty-six (56) hours released time per year shall be granted to those individuals approved by the Association President, provided that applications for released time shall be submitted to the Business Office at least five (5) days in advance of the taking of such leave. In cases of emergency the Board may at its discretion waive the five (5) day advance notice requirement. The Association shall reimburse the Board at the cost of the hourly rate (probationary rate) of the substitute(s) for those designated individuals who are released from work for Association conventions and meetings. These days shall not be used for preparation in fact-finding, mediation or grievance processing. For any approved released time per year beyond fifty-six (56) hours, the Association shall reimburse the Board at the cost of the hourly rate of those designated individuals who are released from work for Association conventions and meetings. If the Association does not use fifty-six (56) hours of release time in a year, the unused hours shall accumulate to a maximum of eighty (80) hours.
2. Up to four (4) hours pay per year will be granted to each employee approved by the Association President to attend Association meetings on school property. Applications for release time for Association evening meetings must be submitted by the Association President to the Director of Finance at least three (3) days in advance of any meeting date, except in emergencies. Association evening meetings qualifying for release time as described in this paragraph must begin at or after 4:30 PM. Only those employees normally scheduled to work during the time of the meeting will be paid.

F. RECORDS

A record of accumulated sick leave days for all classifications will be maintained by the Business Office. All leave records are available for inspection by the employee during normal business hours.

G. DEFINITION

The reference to thirty five (35) hours or more in this Article is to employees who average at least thirty five (35) hours per week for the school year.

ARTICLE XI UNPAID LEAVES

A. UNPAID MEDICAL LEAVES

An employee who has satisfactorily completed the probationary period and whose personal illness or disability extends beyond the period compensated under Article XI shall be granted a medical leave of absence without pay for up to twelve (12) months. Upon request to return from such a leave, the employee shall be assigned to the first available position provided that the employee is able to perform the duties required. The Board may require medical verification prior to the commencement of such a medical leave and prior to the return from such a leave. Any employee returning from a leave without pay, shall return to the position he/she occupied immediately prior to the beginning of the leave, provided the leave duration is ninety (90) calendar days or less. Any employee who is on a leave of more than ninety (90) calendar days and returns after the beginning of the school year shall be assigned to the least senior position within his/her classification. Any employee who is on a leave of more than ninety (90) calendar days and returns before the beginning of the school year shall have right of assignment in accordance to seniority within the given classification. NOTE: The Board may, at its discretion, extend the ninety (90) days or less leave requirement for an employee to return to his/her position occupied prior to the beginning of an unpaid leave.

B. GENERAL UNPAID LEAVES

An unpaid leave of absence may be granted at the option of the Board to an employee who has successfully completed a probationary period. Each case will be looked at individually and final determination will rest with the Board as to whether or not a general unpaid leave of absence may be granted. In no case will an unpaid leave of absence extend beyond a twelve (12) month period from date of leave (ART. XII, C,3).

C. CONDITIONS FOR ALL UNPAID LEAVES

When a leave of absence is granted under the conditions specified under A. or B. above, such a leave of absence shall:

1. Not entitle the employee to accrual of sick leave or any Board paid fringe benefits, except under the provisions of Article XI, F (Adoption Leave)
2. Not entitle the employee to advancement on the salary schedule for the time away from actual employment.
3. To be eligible to return to work the employee must, within twelve (12) months notify the Director of Finance in writing of his/her intent to return. Timely notification of intent to return shall entitle the employee to the first vacant position (comparable to the vacated position) for which he or she is qualified. Should no comparable vacant position exist, the employee would remain on leave and entitled to the first comparable vacancy for a total of twenty-four (24) months. NOTE: The total duration of leave would not exceed twenty-four (24) months. The refusal of offered comparable employment will terminate the employee's contractual rights and sever employment between the board and the employee.
4. A physician's statement will be required prior to the return from a medical leave of absence. The Board reserves the right to send the employee (at Board expense) to its own doctor for a second opinion.
5. A leave of absence and all contractual rights will automatically terminate, if the employee on the requested leave of absence files for unemployment with the Michigan Employment Security Commission.
6. An employee on a leave of absence will automatically forfeit all contractual rights if he/she takes employment with any other employer during the period of unpaid leave granted by the Kenowa Hills Board of Education.
7. While on a leave of absence, a bargaining unit member may maintain his/her own insurance benefits at the bargaining unit member's own initiative and on a self-pay basis whenever that conforms with the policy of the applicable insurance carrier (Art. XIV A.6).

D. FEDERAL FAMILY LEAVE ACT

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

E. ADOPTION LEAVE

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.

ARTICLE XII PAYROLL, WAGES, AND COMPENSATION

A. DEDUCTIONS/CREDIT UNION/ANNUITIES

1. Payroll deductions will be available to employees for any bank which is on the Automated Clearinghouse (ACH) Electronic Deposit Systems, the United Way and the Kenowa Hills Education Foundation. Flexible Benefit and Tax-Deferred 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. 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.

B. STATUTORY WITHHOLDING

Federal and State income taxes are required deductions and will automatically be deducted from gross earnings. Employees have the option of deductions for local income taxes for the Cities of Grand Rapids and/or Walker.

C. TIME REPORTING PROCESS, PAY PERIODS AND PAY DATES

1. Accrued wages are paid every two weeks. A paycheck covers wages for hours worked through the “pay period ending” on the Friday 2 weeks prior to the Friday when the payroll check is distributed or direct deposited to the employees’ bank account. A pay period runs two consecutive Saturday through Friday periods.

Example: An employee works week 1 and week 2. The employee then reports time worked in week 3. The payroll check for this time period reported would occur or be dated the Friday of week 4.

2. Employees shall report hours worked. The employer may require any classification of support staff employees to utilize a time keeping system for the purpose of determining time worked.
3. Employee pay advices or employee website will show sick leave, personal days and vacation day accumulation totals.

D. OVERTIME

No employee may work more than forty (40) hours in a given week without the prior approval of his/her immediate Supervisor. The explanation of additional hours must be listed on the time card. When an employee is away from his/her job for any reason, this must be reflected on the time card with an explanation listed as well. Compensation for overtime is described in Article VIII, B., of this agreement. Compensatory time off may be given instead of overtime pay, if mutually agreeable to the Supervisor and the employee.

E. COMPENSATORY TIME OFF (COMP TIME)

Employees may opt to accumulate overtime hours worked as comp time instead of paid overtime. Hours worked over forty (40) on a weekly basis are eligible to be treated as comp time for payroll purposes. Comp time accumulates at the rate of 1-1/2 hours for every hour worked that exceeds 40 hours weekly.

Comp time may be accumulated to a maximum of thirty (30) hours for school year employees and forty (40) hours for calendar year employees. 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) days of school. Support staff 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. Any comp time noted on time cards which exceeds the maximums will be paid in wages for the pay period in which it is earned. Employees are responsible for listing any comp time earned or used on their time card covering the affected pay period. Comp time that is not noted on time cards will be disallowed.

Comp time may be used as paid time off from work. Employees may use comp time for this purpose with the prior approval of their immediate supervisor. Requests to use comp time must be made at least two (2) weeks prior to the time off date requested.

F. COMPENSATION

The basic compensation of each employee shall be as set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this Agreement, except that Board may, in its sole discretion, grant credit on the wage schedule for outside experience/training when hiring new employees, not to exceed one year for each year of job related experience.

G. MILEAGE

Employees will be reimbursed at the I.R.S. rate per mile for use of their personal vehicle when they are required to leave their assigned work location to go to another work location or to use their vehicle for other purposes to the benefit of the district. The proper mileage form must be completed at the end of each month and sent to payroll for a reimbursement check to be issued. All mileage reimbursements should be submitted no later than 10 days after the end of the school year. Documentation as to date, miles driven, and purpose should be included on the reimbursement form.

ARTICLE XIII INSURANCE/FRINGE BENEFITS

A. UNDERWRITING REQUIREMENTS

1. New Hires - Employees newly hired, recalled by the Board or returning from leave shall be eligible for Board paid premiums upon completion of appropriate forms. In the case of newly hired employees, eligibility for Board-paid premiums will commence on the first day of the month after the employee has started their assignment in an eligible position.
2. Hour Requirements - In order to qualify for insurance benefits employees must meet specified hour requirements. Full time for benefit purposes is described as an average of thirty (30) hours per week as measured during the District's Measurement period as established under the Patient Protection and Affordable Care Act (PPACA). The Board-paid benefits are for eligible bargaining unit members and their eligible dependents as defined by the insurance carrier.

B. GROUP INSURANCE COVERAGES

The employer shall pay the maximum hard cap annual amounts towards the total cost of the below Medical plan designs, which are inclusive of medical premium and a Health Savings Account (HSA) funding described below for each plan year. These employer paid amounts shall adjust annually at the beginning of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

The employee's premium contribution will be payroll deducted, in equal installments over 21 pays for School Year employees and in 24 pays for Full Year employees, from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their HSA up to the maximum amounts allowed by Federal law.

For 2019, the district will prefund the HSA deductible. Fifty percent (50%) of the HSA contributions will be paid during the first pay in January and June. The Board will fully fund all non-health (ancillary) insurance benefits.

For 2020 and following years, the HSA deductible is the responsibility of the employee. In the event the premium for a sponsored plan under this article falls below the statutory hard cap, the employer will deposit the difference between the statutory hard cap and the premium as a lump sum payment on the first regular business day after January 1st of the applicable plan year.

Plan 1 Benefits:

1. \$500/\$1,000 annual deductible, \$20/\$25/\$50 OV, Saver Rx Mail + Basic Term Life \$5,000
2. Life Insurance (\$25,000)
3. LTD Plan (66.7% 90 modified fill, \$3,500 max benefit)
4. Dental Plan (75/75/75: \$2,500, Class IV \$2,500, cleaning 2x year)
5. Vision Plan (VSP 3 Plus)

Plan 2 Benefits:

1. HSA Plan 1 (\$1,350/\$2,700 ABC Rx + Basic Term Life \$5,000)
2. Life Insurance, AD&D Insurance (\$25,000)
3. LTD Plan (66.7% 90 modified fill, \$3,500 max benefit)
4. Dental Plan (75/75/75: \$2,500, Class IV \$2,500, cleaning 2x year)
5. Vision Plan (VSP 3 Plus)

Plan 3 Benefits:

1. HSA Plan 2 (\$1,350/\$2,700 10% Rx ABC Rx Mail) + Basic Term Life \$5,000
2. Life & AD&D Insurance (\$25,000)
3. LTD Plan (66.7% 90 modified fill, \$3,500 max benefit)
4. Dental Plan (75/75/75: \$2,500, Class IV \$2,500, cleaning 2x year)
5. Vision Plan (VSP 3 Plus)

Plan 4 Benefits:

1. HSA Plan 3 (\$2000/\$4,000 10% Rx ABC Rx + Basic Term Life \$5,000)
2. Life Insurance (\$50,000)
3. LTD Plan (66.7% 90 modified fill, \$3,500 max benefit)
4. Dental Plan (75/75/75: \$2,500, Class IV \$2,500, cleaning 2x year)
5. Vision Plan (VSP 3 Plus or equivalent)

All other non-medical plan benefits described (below, in this Article/Section/etc.) shall be fully paid by the Board.

C. PLAN B (OPTION PACKAGE)

Employees not electing Plan 1, 2, 3 or 4 benefits shall receive the following Plan B benefits.

Plan B benefits:

1. Life Insurance & AD&D Insurance (\$25,000)
2. LTD (66 2/3%, 90 modified fill, \$3,500 max benefit)
3. Dental Plan (100/100/75:\$2,500 Class IV \$2,500 cleaning 2x year)
4. Vision Plan (VSP 3 Plus)

Any employee electing to opt out of the aforementioned plans 1, 2, 3 or 4 shall annually verify that s/he has health insurance coverage through an alternate source such as a spouse's employer.

The health insurance plan will comply with the 166d law regarding abortion coverage deletion.

D. INSURANCE PURCHASING

The Board may opt to purchase the MESSA Choices II and/or MESSA ABC HSA Plan 1 and/or 2, Life Insurance, Dental Insurance, Long-Term Disability Insurance, Vision Insurance, Option Package as described in 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. For 2019 and 2020 plan year the district shall purchase MESSA Health Insurance Plans, as specified under article XXIII.

E. ADDITIONAL CASH

60% of the legislated hard cap for health insurance single subscriber rate, prorated percentage based on FTE. This additional cash compensation shall be based on a January 1st – December 31st benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first January pay date and shall be spread over the remaining pay dates through the first pay in June for the period of January through June. Payments shall resume each year starting with the second September pay date and shall be spread over the remaining pay dates through the last pay in December for the period of July through December. Employees terminating employment with the Board shall be ineligible to receive additional cash compensation under this provision after the employee's last day of active employment. Employees who received additional cash compensation for time periods after their last day of active employment agree to reimburse the Board for the full amount of the excess compensation. Note: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the Board. (Art. XIV A.17.a.(2)) on the forms available in the Business Office.

Staff who are receiving cash in lieu of health benefits as of June 30th, 2018 and do not meet the thirty (30) hour average threshold for coverage established under Article XIII A.2 for the 2019-20 or 2020-21 school years will receive the same amount as part of their compensation in the form of a stipend spread over 21 pays. This stipend will be treated as retirement reportable wages. The stipend will be reduced by the applicable retirement rate as part of the calculation.

F. FRONTLOADING OF HSA'S

The parties acknowledge the importance of the employer not exceeding the plan year maximums allowable for health care premiums under the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011. For the 2014-15 Plan Year, that annual plan year maximum is calculated by adding together:

The number of single subscriber enrollees X \$5,992.30, plus
The number of 2-person subscriber enrollees X \$12,531.75, plus
The number of family subscriber enrollees X \$16,342.66

Therefore, employee contributions needed to comply with PA 152 and the employer contributions as negotiated in the Collective Bargaining Agreements shall be initially determined based on the enrollment that is in place at the commencement of each plan year.

Since mid-year employment changes (new hires, retirements, etc.) and census shifts that occur throughout the plan year may increase the amount of total employee dollars needed to comply with PA 152 (after the employer has spent the Hard Cap maximums allowed by the Act), the parties agree to meet prior to October 1 and determine if additional payroll deductions for employee contributions are required in order to ensure the total amount of dollars spent by the employer doesn't exceed the annual maximums allowed by law.

Each census shift shall be pro-rated for the remaining plan year after its occurrence for the purposes of determining the overall employer spending limits.

Ex: If a single subscriber switches to a self and spouse subscriber 4 months into the plan year, then the employer's total obligation for the 2014-15 plan year would be $\$5,992.30 \times 1/3 + \$12,531.75 \times 2/3$.

Each employee who leaves mid-plan year shall be pro-rated for that portion of the plan year accordingly as well.

Ex: If a single-subscriber leaves after 6 months into the plan year, then the employer's total obligation towards their PA 152 annual group calculation for that individual would be $\$5,992.30 \times 1/2$.

In the event additional costs are to be incurred by bargaining unit members in order to comply with PA 152, the employer shall communicate these adjustments to the Association Presidents no later than October 31 and make the necessary additional payroll deductions through the remaining plan year payroll dates in order to be compliant with the law.

ARTICLE XIV SENIORITY, LAYOFF AND RECALL

A. SENIORITY

1. The term "unit seniority" means continuous employment service with the Kenowa Hills Board of Education while performing Bargaining Unit work as defined in Article I, A.
2. "Classification seniority" means employment service in a specific position of the Board of Education represented by the Association and as defined in A, 3. of this Article. Employees shall accrue seniority in each classification they work for the period of their employment in that classification.
3. For the purpose of stating classification seniority, there shall be six (6) classifications. They are as follows:
 - a. ASD Paraprofessionals
 - b. Bilingual Paraprofessionals
 - c. Food Service
 - d. Grounds and Maintenance
 - e. Paraprofessionals
 - f. Secretaries

B. UNIT SENIORITY AND CLASSIFICATION SENIORITY

1. Employee seniority shall accrue from the employee's date of hire in the unit and the classification.
2. When an employee moves into a different classification the seniority in the prior classification shall be frozen (for no more than 2 years from the date the employee leaves the classification).
3. Each employee who is laid off shall retain their seniority date for a period of twenty four (24) months. Employees who are on an unpaid leave of absence shall retain their seniority date for a period of twelve (12) months (See Article XII, C, 3.).
4. Each new employee hired by the Board shall serve a ninety (90) calendar day probationary period within the school year (days during the summer break do not count for completing the ninety (90) day probation period) during which time he/she shall have no unit seniority or classification seniority. This probationary period may, with mutual agreement of the Association, be extended to one hundred twenty (120) days. Upon

successful completion of the probationary period by the new employee, such employee shall receive unit seniority and classification seniority from the date of his/her hire in the bargaining unit. In the event that more than one employee has the same seniority date, there shall be a meeting to establish a tie-breaker. The tie-breaker meeting will be administered by the Association utilizing a "luck-of-the-draw" process. Following the tie-breaker meeting, the Association will provide written notice of rank order of seniority to the Director of Finance for all affected employees. The lack of seniority for probationary employees shall be interpreted to mean that the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.

C. LOSS OF UNIT SENIORITY AND CLASSIFICATION

Unit seniority and classification seniority shall be lost if any of the following apply:

1. The employee retires, quits, or is discharged.
2. The employee is absent three (3) consecutive work days without properly notifying the building administrator or supervisor. If the building administrator or supervisor is notified of extenuating circumstances which are beyond the control of the employee, the building administrator or supervisor may waive this condition.
3. The employee does not return from a leave of absence within three (3) working days after the leave expires.
4. The employee does not return from layoff status within ten (10) working days from date of recall, except as provided in Article XIV, H (Recall).
5. The employee is transferred to a Board position outside this unit (see Article I, A), excluding layoff by reduction of hours. Employees laid off by reduction of hours shall retain seniority in the bargaining unit for recall purposes only. In the event the employee returns to this unit, his/her former unit seniority and classification seniority in this unit shall be reinstated.
6. An employee laid off for two (2) years, will be considered terminated and all contractual rights, etc. will end on the anniversary date of the layoff.

D. SENIORITY LIST

The Board shall maintain a list indicating unit seniority and classification seniority of the position in which the employee is currently employed and which shall be available to the Association upon written request. This list shall be posted each semester. If no objections are received within fifteen (15) working days, then each list as posted shall not be subject to the grievance procedure. The Association shall be responsible for the initial seniority lists and compiling, and obtaining agreement from bargaining unit members to all official seniority lists. The initial seniority list, once presented to the Board by the Association, cannot be changed and is not grievable. All employees employed prior to July 1, 1977 will be credited with full-time unit and classification seniority.

E. BUMPING RIGHTS

An employee whose position has been eliminated may, within 10 working days, exercise his/her right to bump any less senior employee in that classification provided they have the necessary qualifications to assume that position. The employee will have the right to bump the least senior employee in the same classification working the same or closest number of hours as the employee whose job was eliminated.

F. LAYOFF

1. Procedure - The word "layoff" means a reduction in the number of employees employed in a bargaining unit position(s) represented by the Association. A layoff can result from an employee's loss of a bargaining unit position, or the employee's loss of regularly scheduled hours resulting in the employee working fifteen (15)

hours or less per week for thirty (30) working days. If a layoff occurs for any reason, the following procedure will be used.

- a. The Superintendent or designee will meet with the Association President or designee and discuss the reduction.
- b. The Superintendent or designee will attempt to reduce staff through attrition or voluntary layoff.
- c. If reduction is still necessary, probationary employee(s) employed in those classifications where layoffs shall occur shall be the first to be laid off. Employee(s) who are not on probation, in positions affected by layoff shall be laid off according to the inverse order of their seniority in that classification, provided that a higher seniored person is available and has the necessary qualifications to perform the job responsibilities of the person being laid off in that classification. Layoff notice shall be given at least thirty (30) working days prior to the effective date of the layoff, except in event of an employee work stoppage.

G. REDUCTION OF HOURS

Employees regularly scheduled hours of work shall not be reduced except for the least seniored employee in each seniority classification. The intent of this provision is to maintain the employee(s)' regularly scheduled hours from the previous school year. When a reduction in hours occurs, the district has the option to change work schedules, work assignments or any combination thereof in an effort to maintain the hours of the reduced employee. If travel is required, time for travel is paid but mileage will not be paid. The district has the option to change the hours of positions at the time of a vacancy or job creation.

However, in the event of a serious financial concern or budgetary crisis, the Association agrees to meet with the Director of Finance or designee to discuss the method of staff reduction.

If an employee voluntarily takes a position that is fewer hours than their current assignment, that move would not be considered a reduction of hours.

H. RECALL

1. A recall can result from the employee being recalled to a vacancy that is more than fifteen (15) hours. A recall can also result by adding regularly scheduled hours that result in working more than fifteen (15) hours per week for a period exceeding two (2) full pay periods. The employee shall endeavor to notify the business office whenever their regularly scheduled hours have been increased or decreased.
2. The Board shall not be required to recall any probationary employee(s). When the work force is increased following a layoff, employees (not on probation) shall be recalled in the inverse order of layoff within a given classification. An employee recalled to a position with fewer hours and/or lower pay, shall have the right to reject that position and remain on the recall list for future positions, not to exceed the period of recall provided under Article XV, C, 6. It is understood by all concerned that such rejection may cause loss of unemployment benefits. Notice of recall shall be given by mailing, by certified mail, to the employee's address which is on file with the Board at the time of recall.

I. TERMINATION

Each employee not returning to employment with the Board within ten (10) working days after the recall, is considered to be a voluntary termination, by the employee, of employment with the Board.

J. ANNEXATION, CONSOLIDATION

It is understood and agreed that should the Association 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 Board shall and will meet its collective bargaining obligations with respect to the Association and the resulting bargaining unit, provided, however, that this shall not require the Board to bargain prior to any

consolidation or annexation nor shall it require the Board to apply the terms of this Agreement to the resulting bargaining unit.

ARTICLE XV VACANCIES, TRANSFERS AND PROMOTIONS

A. POSTING VACANCIES AND POSTING INFORMATION

A vacancy shall be defined as any Association position (defined in Article I, A,1.), either newly created or a present position, that is not filled. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) working days. Said posting shall contain the following information:

1. Classification
2. Hours to be worked
3. Location of work
4. Starting date
5. Qualifications

B. APPLICATION PROCEDURE

Interested employees may apply in writing to the Director of Finance or designee, within the five (5) days posting period.

C. FILLING VACANCIES

Vacancies will be filled with the most qualified applicant from within the affected classification. The Administration shall determine the qualifications for the position based upon the job to be performed. The Administration may invite the Association to have a representative present during the selection process to participate in an advising role. Copies of all district postings shall be sent to the KHSSA President. If the qualifications of two (2) or more applicants are equal, seniority will determine the appointee to the posted position. Should no qualified employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from the other classifications. If there are no qualified applicants from the bargaining unit the Administration reserves the right to hire a person from outside the bargaining unit. Within ten (10) work days after the expiration of the posting period, the Director of Finance or designee shall make known his/her decision as to which applicant has been selected to fill a posted position or state that the position is not to be filled. Upon request, the Director of Finance will discuss the reasons an individual applicant was not selected for a vacancy. The Board may fill a vacancy on a temporary basis for no more than forty-five (45) working days following the creation of the vacancy.

D. PROBATIONARY PERIOD

In the event of transfer in the classification or transfer from one classification to another, the employee shall be given thirty (30) work days probationary period in which to show his/her ability to perform on the new job. The Board shall give the employee transferred reasonable assistance to enable the employee to perform up to the Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, then the employee shall be returned to his/her previous assignment.

E. INVOLUNTARY TRANSFER

Employees shall not be placed on a lower step on the salary schedule due to an involuntary transfer or promotion. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases the Administration reserves the right of final determination as to building assignment and work shift (See Article II, E, 2), but will give a written notice of reason for permanent change upon request of the employee. If an employee is being considered for an involuntary transfer due to a job performance problem, the following steps shall take place:

1. Notification of the employee involved.
2. A plan of improvement or changes that can correct the performance problem(s).
3. A minimum of 60 calendar days to change.

The Association shall be informed of the problem and be involved in the process. Immediate involuntary transfers are possible in an emergency. Transfers due to program changes, bumping, hours protection, reassignment, etc. do not need to follow this transfer plan.

F. PARAPROFESSIONAL ASSIGNMENTS

All paraprofessionals will be notified of their assigned positions at a single meeting to be held by June 30th of the current fiscal year. Assignments will be based on qualifications, seniority and the average number of hours worked per week the previous year. The Director of Finance or designee will make the assignments with input from the Association and building administrators. These assignments will be based on vacancies and jobs known to exist for the next fiscal year. The Director of Finance or designee, the Association President and the affected employees will meet to discuss the assignments. Notice of this meeting will be sent to all bargaining unit paraprofessionals at least seven (7) days prior to the meeting. Employees interested in changing their hours or assignment (examples could be working at a different building, working in a different room or working more hours) should notify the Director of Finance at least five (5) days prior to the meeting.

Due to the nature of the paraprofessional jobs at the secondary grade levels, Article XVA, B, C and E will be waived from the opening day of school until the fourth Friday following Labor Day. Once secondary assignments are made, transfers will not be made solely for the purpose of maintaining hours until the fourth Friday after Labor Day. However, transfers may be made for educational reasons. Any elementary vacancies and hours will be posted.

ARTICLE XVI NO STRIKE - NO LOCKOUT

A. STRIKES ILLEGAL

The Association and its individual members agree that a "strike" is not in the interest of the children of Kenowa Hills Public Schools; and, therefore, the Association and its individual members agree not to strike during the duration of this Agreement. The Association also recognizes that in Michigan strikes by public employees are illegal.

B. STRIKE DEFINITION AND EMPLOYEE/ASSOCIATION RIGHTS

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

C. WILLFUL VIOLATION

1. Willful violation of this Agreement and/or Article by any employee or group of employees will be dealt with in accordance with the penalties and procedures as stipulated in the Public Employment Relations Act (Ref. P.E.R.A, Act 336 of P.A. of 1947 as amended Section 423.206, Sec. 6).
2. If an employee requests in writing that a hearing take place the Board will comply with the above referenced law (P.E.R.A.).

3. A strike, as defined above, could constitute just cause for discharge and/or the imposition of discipline or penalties without recourse to the grievance procedure.

D. NO LOCK OUT

The Board will not participate in, instigate or cause any lockout of employees during the life of this Agreement

**ARTICLE XVII
MISCELLANEOUS**

A. COPIES OF 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 upon written request.

B. CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee in the bargaining unit is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of other provisions contained in this Agreement.

C. SEVERANCE PAY

Amount - After five (5) years of employment by the Kenowa Hills Public Schools, any employee who decides to terminate his/her employment prior to the retirement age required by the Michigan Public School Employee Retirement Act shall receive \$2.00 for each hour of sick leave earned and unused. Sick leave earned and unused at the time of termination shall be paid via a payment to a Board elected 403b which the employee shall select from the district approved list of 403b vendors. The severance 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 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 a forfeiture of the employee's rights to the severance pay.

1. Accumulation - The maximum accumulation of sick leave for employees is 2,184 hours.

D. RETIREMENT PAY

Amount – For any employee who has reached the age requirement of the Michigan Public School Employee's Retirement System and retires no later than the end of this contract period, sick leave earned and unused at the time of retirement shall be paid via a payment to a Board elected 403b which the employee shall select from the district approved list of 403b 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 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 a forfeiture of the employee's rights to the retirement pay. The amount will be paid as follows:

1-720 hours accumulated	\$2.75 per hour
721 + hours accumulated	\$4.00 per hour

1. Accumulation - The maximum accumulation of sick leave for employees is 2,400 hours.

E. 2010 – 2011 1% to 403(b)

Each support 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 upon separation of employment with the District. 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 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 a forfeiture of the employee's rights to the 1% of their 2010-11 salary or wages.

F. SCHOOL CALENDAR

The 2018-19 Calendar has been inserted in Appendix F.

G. COMMITTEES

Committees will be established as follows to enable employees to more effectively access and implement good ideas, facilitate system-wide integration of education programs and become more responsive to changing educational needs.

1. District School Improvement

- a. 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:
 - 1) District mission and belief statements.
 - 2) Broad district-wide goals based on academic standards for all students.
 - 3) Curriculum alignment with building and district goals.
 - 4) Evaluation process for evaluating the school improvement plan based on data.
 - 5) District professional development plans.
 - 6) The utilization of community resources and volunteers, i.e. government agencies, museums, etc.
 - 7) The role of adult and community education, libraries, and community colleges in the learning process.
 - 8) Participatory decision-making process.
 - 9) Description of adult roles for which graduates will need to be prepared.
 - 10) Identified skills and education need to fulfill these adult roles.
 - 11) Provide continued focus (leadership) to all "groups" in the organization to support systemic change.
- b. The members of the District School Improvement Committee will consist of the following:
 - 1) KHEA representative
 - 2) KHSSA representative
 - 3) Superintendent
 - 4) Board of Education Member
 - 5) One teacher from each building
 - 6) All building principals
 - 7) Director of Finance & Support Staff Human Resources
 - 8) Assistant Superintendent of Curriculum and Instruction
 - 9) Others mutually agreed upon

- a. Information from this committee will be shared with the District Curriculum Council.

2. Special Education Advisory

In order to gain necessary information, clarify needs and concerns, or to resolve differences related to special education issues, any staff member may consult with other appropriate staff members and/or the

K.H.E.A. Special Education designee. In addition, the staff member may consult with the Building Principal and/or the district Special Education Director.

The Special Education Director 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.

3. 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, 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.

4. In the event support staff is impacted by NCLB, the parties will meet to discuss potential implications.

H. Notification of a Crime

All school employees are required to disclose arraignment for offenses listed in MCL 380.1535a to both employer and the MDE within three (3) business days of arraignment.

**ARTICLE XVIII
DURATION OF AGREEMENT**

A. EFFECTIVE DATES

This agreement is effective August 16, 2018 and shall continue in effect until the 15th day of August, 2021. Negotiations between the parties shall begin at least sixty (60) days prior to the agreement expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire unless it is extended for a specific period by a mutual written agreement of the parties, except for the provisions of the separate letter of understanding. This agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

B. SIGNATURES

In Witness Whereof, the parties hereto have caused this agreement to be signed by their respective representatives:

KENT COUNTY EDUCATION ASSOCIATION

KENOWA HILLS BOARD OF EDUCATION

By: _____
Heather Blasé, KHSSA

By: _____
Jeff Gustinis, President

By: _____
Jayne VanderKlok, KHEA

By: _____
Stan Truskoski, Secretary

By: _____
Kent County Education Association

APPENDIX A
PROVISIONS EFFECTING PAY AND SALARY SCHEDULES

A. PREMIUM PAY

- | | |
|------------------------------|------|
| 1. District Head Maintenance | 1.00 |
| 2. Head Cook - Middle School | .50 |
| Head Cook - High School | 1.00 |
3. Asbestos Work - Employees involved in asbestos abatement work will receive an additional \$1.00 per hour while doing such work. The employee will be responsible for providing a breakout of any hours worked in asbestos abatement on his/her weekly time card.

B. LONGEVITY PAY

Longevity pay for all employees will be paid effective on the anniversary date of each year after the employee has completed at least seven (7) years of continuous employment at Kenowa Hills Schools in a bargaining unit position covered by this Agreement.

Length of Service Completed	Longevity Amount
Less than 7 years of completed service	No Longevity Pay
7 years, but less than 13 years of completed service	\$0.40 per hour
13 years, but less than 19 years of completed service	\$0.50 per hour
19 years of service completed or more	\$0.60 per hour

C. STEP INCREASES

Step increases will be granted through the duration of this contract.

D. PAY EXCEPTIONS

Anytime an employee feels that he/she contractually qualifies for additional pay over and above the normal hourly pay for his/her classification and step, the employee will document such through the time reporting process.

E. BANQUETS

1. Any banquet assignment outside of the normal workday is voluntary for the food service employee. Extra time for banquet preparation during the normal food service day will be paid at the employee's regular rate of pay. Hours worked over forty (40) hours in a week will be paid at time and a half. School banquets worked will be paid at the employee's regular pay rate.
2. Food service employees who want to work banquets will, at the start of each semester, place their name on a list of employees requesting extra work. The food service director will use this list on a rotating seniority basis to assign banquet work. If an employee with knowledge of a specific building is required, the use of the rotating seniority list may be waived.

F. COST OF LIVING ADJUSTMENTS

1. For the 2018-19 School Year a Cost of Living Adjustment of 1.75% in addition to Step Increases as detailed in Appendix A, C Step Increases.
2. For the 2019-20 School Year a Cost of Living Adjustment of 1.50% in addition to Step Increases as detailed in Appendix A, C Step Increases

APPENDIX B SUPPORT STAFF WAGE SCHEDULES

	COL %	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7-12*	Step 13-18*	Step 19+*
Grounds											
2017-18	1.00%	15.10	15.33	15.63	15.89	16.26	17.19	18.20	18.60	18.70	18.80
2018-19	1.75%	15.36	15.60	15.90	16.17	16.54	17.49	18.52	18.92	19.02	19.12
2019-20	1.50%	15.59	15.83	16.14	16.41	16.79	17.75	18.80	19.20	19.30	19.40
Maintenance											
2017-18	1.00%	17.00	17.20	17.50	17.78	18.16	19.10	20.08	20.48	20.58	20.68
2018-19	1.75%	17.30	17.50	17.81	18.09	18.48	19.43	20.43	20.83	20.93	21.03
2019-20	1.50%	17.56	17.76	18.08	18.36	18.76	19.72	20.74	21.14	21.24	21.34
Paraprofessionals											
2017-18	1.00%	12.84	13.12	13.50	13.90	14.18	14.40	15.11	15.51	15.61	15.71
2018-19	1.75%	13.06	13.35	13.74	14.14	14.43	14.65	15.37	15.77	15.87	15.97
2019-20	1.50%	13.26	13.55	13.95	14.35	14.65	14.87	15.60	16.00	16.10	16.20
ASD Paraprofessionals											
2017-18	1.00%	13.62	13.90	14.28	14.70	14.96	15.18	15.89	16.29	16.39	16.49
2018-19	1.75%	13.86	14.14	14.53	14.96	15.22	15.45	16.17	16.57	16.67	16.77
2019-20	1.50%	14.07	14.35	14.75	15.18	15.45	15.68	16.41	16.81	16.91	17.01
Secretaries											
2017-18	1.00%	14.95	15.35	15.94	16.49	17.06	17.63	18.19	18.59	18.69	18.79
2018-19	1.75%	15.21	15.62	16.22	16.78	17.36	17.94	18.51	18.91	19.01	19.11
2019-20	1.50%	15.44	15.85	16.46	17.03	17.62	18.21	18.79	19.19	19.29	19.39
Full Time Food Service											
2017-18	1.00%	13.39	13.54	13.73	13.88	14.17	14.39	14.63	15.03	15.13	15.23
2018-19	1.75%	13.62	13.78	13.97	14.12	14.42	14.64	14.89	15.29	15.39	15.49
2019-20	1.50%	13.82	13.99	14.18	14.33	14.64	14.86	15.11	15.51	15.61	15.71
Part Time Food Service											
2017-18	1.00%	12.84	13.02	13.29	13.56	13.81	14.03	14.26	14.66	14.76	14.86
2018-19	1.75%	13.06	13.25	13.52	13.80	14.05	14.28	14.51	14.91	15.01	15.11
2019-20	1.50%	13.26	13.45	13.72	14.01	14.26	14.49	14.73	15.13	15.23	15.33
Length of Service Completed		*Longevity Amount									
Less than 7 years of completed service		No Longevity Pay									
7 years but less than 13 years of completed service		\$0.40 per hour									
13 years but less than 19 years of completed service		\$0.50 per hour									
19 years or more of completed service		\$0.60 per hour									

KENOWA HILLS PUBLIC SCHOOLS

Grievance # _____ Submit to Supervisor in Duplicate

Name of Grievant

Building

Assignment

STEP ONE

1. Date Cause of Grievance Occurred: _____

2. Date of Informal Discussion with Supervisor: _____

3. Statement of Grievance: _____

Contract Article(s) Violated: _____

Relief Sought: _____

Signature of Grievant

Date

STEP TWO

1. Disposition of Supervisor: _____

Signature of Supervisor

Date

2. Position of Grievant and Association: _____

Signature of Grievant

Signature of Association
Officer/Representative

Date

STEP THREE

1. Date of Receipt of Grievance: _____
2. Disposition of Superintendent or Designee: _____

Signature of Superintendent
or Designee

Date

3. Position of Association: _____

Signature of Association Officer/Representative

Date

STEP FOUR

1. Date Submitted to Arbitration: _____

EMPLOYEE EVALUATIONS
(This form applies to Maintenance and Grounds Employees)

EMPLOYEE	SCHOOL	DATE
REVIEWED BY		

NOTE: All individual ratings of #1 or #2 require a written explanation.

JOB EFFECTIVENESS**Additional Comments****1. Knowledge of Work**

1. Requires constant assistance or supervision.
2. Demonstrates minimal knowledge of job requirements.
3. Demonstrates acceptable knowledge of job requirements.
4. Seldom requires additional assistance or supervision.
5. Demonstrates superior knowledge of job requirements.

2. Quantity of Work

1. Completes an insufficient amount of work in time allotted.
2. Completes an amount of work that is less than would be expected.
3. Completes an appropriate amount of work in time allotted.
4. Completes more work than would be expected.
5. Consistently completes an amount of work beyond expectations.

3. Quality of Work

1. Quality of work is consistently unacceptable.
2. Quality of work is occasionally unacceptable.
3. Quality of work is acceptable.
4. Frequently produces a quality of work above what would be expected.
5. Consistently produces superior quality of work.

4. Communications

1. Fails to communicate.
2. Occasionally communicates partial information.
3. Communicates when necessary.
4. Communications are clear and consistent.
5. Shares ideas and knowledge consistently.

5. Problem Solving Skills

1. Requires constant direction and supervision.
2. Frequently requires some direction and supervision.
3. Occasionally requires some direction and supervision.
4. Seldom requires direction and supervision.
5. Requires no direction or supervision.

1. Relationships with Other Employees

1. Interacts poorly with other employees.
2. Requires improvement in cooperation and goodwill with other employees.
3. Establishes positive relationships with others.
4. Frequently promotes cooperation and goodwill with other employees.
5. Consistently promotes cooperation and has a positive effect on other employees.

2. Interaction with Community N/A

1. Displays poor interpersonal skills.
2. Requires improvement in cooperation and goodwill.
3. Displays a businesslike approach.
4. Establishes positive relationships.

3. Interaction with Students N/A

1. Consistently inappropriate or unacceptable manner.
2. Interacts with students in an ineffective manner.
3. Interacts effectively with students in an appropriate manner.
4. Consistently works to improve relationships with students.
5. Consistently demonstrates superior interpersonal skills with students.

4. Team Concept

1. Fails to support the concept of teamwork.
2. Utilizes teamwork strategies only when directed to do so.
3. Utilizes a "team" concept to support organizational goals.
4. Frequently promotes team concept to others.
5. Consistently utilizes and promotes a team concept to further organizational goals.

5. Responsibility

1. Requires constant supervision.
2. Rarely accepts responsibility or performs without supervision.
3. Requires normal supervision and is as responsible as required.
4. Needs little supervision and accepts more responsibility than required.
5. Requires no supervision and accepts all the responsibility.

6. Dependability

1. Requires constant supervision to perform daily routine correctly.
2. Occasionally misses necessary task.
3. Rarely misses necessary task and is reliable.
4. Outstanding reliability and job is always completed correctly.

PERSONAL CHARACTERISTICS

Additional Comments

1. Punctuality

1. Frequently arrives late to work.
2. Occasionally arrives late to work.
3. Consistently arrives to work on time.
4. Adjust hours to meet needs.
5. Consistently devotes additional time.

2. Attendance

1. Frequently absent.
2. Average attendance.
3. Seldom absent.
4. Always present.

3. Initiative

1. Consistently requires supervision to set work priorities.
2. Periodically requires supervision to set work priorities.
3. Starts and completes most tasks with little or no supervision.
4. Frequently displays extra initiative.
5. Consistently looks for opportunity to show initiative.

4. Attitude

1. Frequently complains and demonstrates a negative attitude.
2. Completes job requirements with little enthusiasm.
3. Completes job responsibilities in a positive manner.
4. Approaches all aspects of job with a positive attitude.

5. Effective Use Of Time

1. Consistently does not get work done.
2. Occasionally does not get work done.
3. Work is always completed.
4. Handles interruptions and emergencies well while still completing assigned work.
5. Anticipates needs and coordinates work.

6. Eye For Improvement

1. Notices problems but passes them up.
2. Makes some suggestions or corrections.
3. Is always trying to make improvements.
4. Doesn't miss an opportunity for improvement.

7. Decision Making

1. Seldom makes a decision.
2. Difficulty making independent decisions.
3. Frequently makes appropriate decisions.
4. Always knows when and how to make appropriate decisions.



NAME: _____

DATE: _____

POSITION: _____

SUPPORT STAFF EVALUATION

I. <u>WORK CHARACTERISTICS:</u>	SATISFACTORY	NEEDS IMPROVEMENT	NOT APPLICABLE
Accuracy	()	()	()
Neatness	()	()	()
Quality	()	()	()
Thoroughness	()	()	()

COMMENTS/SUGGESTIONS:

II. USE OF TIME:

Work production in time allotted	()	()	()
Punctuality	()	()	()
Ability to set & revise	()	()	()
Organization of time	()	()	()

COMMENTS/SUGGESTIONS:

III. INDEPENDENCE:

Minimal supervision needed	()	()	()
Appropriate seeking of help	()	()	()
Ability to recognize what needs to be done	()	()	()

COMMENTS/SUGGESTIONS:

IV. SELF IMPROVEMENT:

Uses opportunities for professional growth	()	()	()
Accepts and uses constructive criticism	()	()	()

COMMENTS/SUGGESTIONS:

	NEEDS	NOT
SATISFACTORY	IMPROVEMENT	APPLICABLE

V. INTERACTIONS WITH PUBLIC-STAFF:

Ability to handle difficult problems	()	()	()
Ability to listen	()	()	()
Ability to communicate	()	()	()
Cooperation	()	()	()

COMMENTS/SUGGESTIONS:

VI. LOYALTY TO SYSTEM:

Actions/discussions reflect loyalty to District	()	()	()
--	-----	-----	-----

COMMENTS/SUGGESTIONS:

VII. SUMMARY:

EMPLOYEE COMMENTS:

_____	_____
Evaluator	Date

_____	_____
Employee	Date

NOTE: The signing of this form by the employee does not necessarily mean he/she agrees with all the things stated, but only that the employee has read the contents. The employee is welcome to attach his/her own comments to this form if the employee wishes.



SECRETARIAL EVALUATION

On the right make specific comments about observations you have made that relate to the attributes. Attach any other comments that may be useful in a constructive review of the employee.

EMPLOYEE _____

SCHOOL _____

DATE _____

EVALUATION PERIOD _____ **REVIEWED BY** _____

NOTE: All individual ratings of #1 or #2 require a written explanation.

JOB EFFECTIVENESS

Additional Comments

1. **Knowledge of Job**

1. Demonstrates none of the basic knowledge needed to perform job.
2. Demonstrates minimal knowledge needed to perform job.
3. Demonstrates knowledge needed to perform job satisfactorily.
4. Demonstrates knowledge needed to perform job very well.
5. Demonstrates knowledge to provide a superior job performance.

2. **Quantity of Work**

1. Completes an insufficient amount of work in time allotted.
2. Completes an amount of work that is less than would be expected.
3. Completes an appropriate amount of work in time allotted.
4. Completes all work assigned in a timely manner.
5. Consistently completes an above average work load in a timely manner.

3. **Quality of Work**

1. Consistently demonstrates unacceptable quality of work.
2. Occasionally demonstrates unacceptable quality of work.
3. Demonstrates acceptable quality of work.
4. Frequently produces a quality of work above average.
5. Consistently produces superior work quality.

4. **Written Communications**

1. Communications frequently contain spelling and grammar mistakes.
2. Communications periodically contain spelling and grammar mistakes.
3. Communications contain acceptable spelling and grammar.
4. Communications are clear using proper spelling, grammar, punctuation and formatting.
5. Communications are consistently clear, well written, and do not require review.

5. **Problem Solving Skills**

1. Often requires direction to solve problems.
2. Requires some direction to solve problems.
3. Occasionally requires direction to solve problems.
4. Seldom requires direction to solve problems.
5. Requires no direction to solve problems.

6. Service to the Public/Staff and Students

1. Frequently displays attributes of poor customer service skills.
2. Periodically displays attributes of poor customer service skills.
3. Provides acceptable customer service skills.
4. Displays above average customer service skills.
5. Consistently displays superior customer relations skills.

INTERPERSONAL CHARACTERISTICS

1. Relationships with Other Employees

1. Interacts poorly with other employees.
2. Requires improvement in cooperation and goodwill with other employees.
3. Displays cooperation and goodwill to other employees.
4. Frequently promotes cooperation and goodwill with other employees.
5. Consistently promotes cooperation and good will with other employees.

2. Interaction with Community

1. Displays negative public relations skills frequently.
2. Displays some negative public relations skills.
3. Displays acceptable public relations skills
4. Displays a service oriented approach and develops positive relationships.
5. Displays superior, positive public relations skills.

3. Team Concept

1. Fails to support the concept of teamwork.
2. Utilizes teamwork strategies only when directed to do so.
3. Utilizes a "team" concept to support organizational goals.
4. Frequently promotes team concept to others.
5. Consistently utilizes and promotes a team concept to further organizational goals.

4. Interaction with Students

1. Consistently interacts in an ineffective manner.
2. Periodically interacts with students in an ineffective manner.
3. Interacts effectively.
4. Interacts effectively and efficiently with students.
5. Consistently demonstrates superior interpersonal skills.

5. Relationship to Organization

1. Frequently displays uncooperative actions which do not support organizational goals.
2. Periodically displays uncooperative actions which do not support organizational goals.
3. Supports organizational goals.
4. Displays cooperative attitude and frequently promotes goals of the organization.
5. Consistently displays a cooperative attitude and supports and promotes goals of the organization.

PERSONAL CHARACTERISTICS

Additional Comments

1. Punctuality

1. Frequently does not adhere to work schedule.
2. Occasionally does not adhere to work schedule.
3. Adheres to work schedule.
4. Adjusts work schedule to meet needs.
5. Consistently devotes additional time.

2. **Initiative**

1. Consistently requires supervision to set work priorities.
2. Periodically requires supervision to set work priorities.
3. Starts and completes most tasks with little or no supervision required.
4. Frequently displays extra initiative.
5. Consistently looks for opportunity to show initiative.

3. **Attitude**

1. Frequently complains and displays a negative attitude.
2. Periodically complains and displays a negative attitude.
3. Completes job responsibilities with a positive attitude.
4. Approaches all aspects of job with a positive attitude.
5. Exhibits a superior attitude at all times.

4. **Appearance**

1. Frequently presents an inappropriate image.
2. Occasionally presents an inappropriate image.
3. Presents an appropriate image.

5. **Self Improvement**

1. Displays no initiative to improve job performance.
2. Displays little initiative to improve performance unless directed to do so.
3. Displays initiative in improving job performance.
4. Displays initiative in improving job performance and implements the necessary changes.
5. Consistently looks for opportunities to improve job performance and is able to initiate and implement necessary changes.

Evaluator Summary:

Employee Comments:

Employee Signature

Date

Evaluator Signature

Date

NOTE: The employee's signature means the employee has read the evaluation. It does not necessarily mean the employee is in agreement with the evaluation. The employee is welcome to attach his/her own written comments.

APPENDIX F

KENOWA HILLS PUBLIC SCHOOLS 2018-2019 CALENDAR

August Teacher work time in p.m.	21	Staff Breakfast/Welcome, Safety PD (1 hour), Association Meetings (1 hour) Staff meetings (1 hour);	
	22	Staff Professional Development (6.5 PD hours)	
	23	Staff Professional Development (6.5 PD hours)	
	27	First Day of School for Students (Full Day)*	
	31	No School for Students & Staff	4 S 7 T
September	03	No School for Students & Staff – Labor Day	
	19	½ Day for Students; Staff Professional Learning Communities/PD in p.m.**	19 S 19T
October	03	Count Day	
	16	Secondary Parent/Teacher Conferences (4:00-7:30 p.m.)***	
	17	½ Day for Students; Parent/Teacher Conferences in p.m. (12:30-2:30p)	
	18	K-12 Parent/Teacher Conferences (4:00-7:30 p.m.)***	
	23	Elementary Parent/Teacher Conferences (4:00-7:30 p.m.)***	23 S 24 T
November	14	½ Day for Students; Elementary Staff Records**** & Secondary Staff PD in p.m. (3 hours) End of 1 st Trimester (Elementary)	
	21-23	No School for Students & Staff - Thanksgiving Break	19 S 19 T
December	19	½ Day for Students, Secondary Exams; Staff Professional Learning Communities/PD in p.m.**	
	20	½ Day for Students, Secondary Exams; Elementary Staff PD & Secondary Staff Records in p.m. (3 hours)****	
	21	½ Day for Students & Staff End of 2 nd Quarter/First Semester (Secondary)	
	24-31	No School for Students & Staff – Winter Holiday Break	15 S 14.5 T
January	01-04	No School for Students and Staff – Winter Holiday Break	
	07	School Resumes	
	23	½ Day for Students; Staff Professional Learning Communities/PD in p.m.**	19 S 19 T
February	13	Count Day	
	15	End of 2 nd Trimester (Elementary)	
	18	No School for Students and Staff – Midwinter Break	
	19	No School for Students; Staff Professional Development (8 PD hours) – Asynchronous**** & Elementary Records****	
	28	Elementary Parent/Teacher Conferences (4:00-7:30 p.m.)***	18 S 19.5 T
March	05	K-12 Parent/Teacher Conferences (4:00-7:30 p.m.)***	
	06	½ Day for Students; (K-8) Parent/Conferences in p.m. (12:30-2:30p)	
	07	Secondary Parent/Teacher Conferences (4:00-7:30 p.m.)***	
	15	½ Day for Students; Elementary Staff PD **** (3 hours) & Secondary Staff Records in p.m. **** End of 3 rd Quarter (Secondary)	
	28-29	No School for Students & Staff – Spring Break	19 S 19.5 T
April	01-05	No School for Students & Staff – Spring Break	
	24	½ Day for Students; Staff Professional Learning Communities/PD in p.m.**	17 S 17 T
May	08	½ Day for Students; Staff Professional Learning Communities/PD in p.m.**	
	24	½ Day for Students & Staff	
	27	No School for Students & Staff – Memorial Day Holiday	
	29	High School Commencement (High School Staff Must Attend***)	22 S 21.5 T
June	05	½ Day for Students, Secondary Exams; Staff Professional Learning Communities/PD in p.m.**	
	06	½ Day for Students, Secondary Exams; Staff Records in p.m. ****	
	07	½ Day for Students & Staff, Secondary Exams End of 3 rd Trimester (Elementary), Fourth Quarter/Second Semester (Secondary)	
		Last Day of School*****	5 S 4.5 T
Total Days			
180 S 184.5 T			

KENOWA HILLS PUBLIC SCHOOLS 2018-2019 CALENDAR

* First day of Kent ISD classes will be August 20. Students attending Kent ISD classes are expected to attend following the Kent ISD schedule and will be marked absent when not attending.

** 6 days of PLC include 1 hour each day designated for PD.

*** KHEA staff absent during Parent-Teacher Conferences (and Commencement for High School Staff) will be deducted ½ leave day for each day missed.

**** KHEA staff do not have to report for asynchronous (anytime, anyplace PD). KHEA staff do not be in attendance during records time.

***** June 10-14, 2019 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.

ELEMENTARY

1ST TRIMESTER: 56 Student Days
2nd TRIMESTER: 54 Student Days
3rd TRIMESTER: 70 Student Days

SECONDARY

1ST SEMESTER: 80 Student Days (38 / 42)
2nd SEMESTER: 100 Student Days (48 / 52)

School-Day Schedules

(TENTATIVE – SUBJECT TO CHANGE TO MEET STATE REQUIRED HOURS OF INSTRUCTION)

<u>Alpine, Central & Zinser</u>		<u>Middle/High School</u>	
Student Day	8:35 AM-3:35 PM	Student Day	7:45 AM-2:40 PM
½ Day for Students	8:35 AM-12:05 PM	½ Day for Students	7:45-11:14 AM
Teacher Day	8:25 AM-3:40 PM	Teacher Day	7:35 AM-2:45 PM

Jayne VanderKlok, KHEA

Heather Blase, KHSSA

Gerald Hopkins, KHPS

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- x The birth of a child or placement of a child for adoption or foster care;
- x To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- x To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- x For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- x For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with HTXLYDOHQWSD\EHQHÅVVDQGRWKHUHPSOR\PHQVWHUPVDQGFRRGLWLRQV

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- x Have worked for the employer for at least 12 months;
- x Have at least 1,250 hours of service in the 12 months before taking leave;* and
- x Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine L\WKHOHDYHTXDOLÅHVIRUJ)O\SSURWHFWLWLRQ6XIAFLHQWLQIRUPDWLQRFRXOGLQFOXGH\QIRUPLQJDOHPSOR\HUWKDWWKHPSOR\HHLVRU will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary.

Employees must inform the employer if the need for leave is for a reason for which J)O\SOHDYHZDVSUHYLRXVO\WDNHQRUFHUWLÅHG

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EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

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The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



