

MASTER CONTRACT

August 15, 2009
through
August 15, 2010

BETWEEN

**KENOWA HILLS
BOARD OF EDUCATION**

AND

**KENOWA HILLS
EDUCATION ASSOCIATION**

AND

KENT COUNTY EDUCATION ASSOCIATION

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

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DEFINITIONS

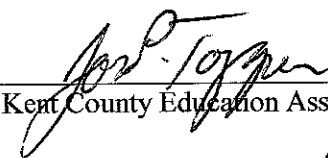
This Agreement is entered into the 8th day of June, 2009, by and between the Kent County Education Association, exclusive bargaining agent for the Kenowa Hills Education Association, hereinafter called the "Association," and affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the School District of Kenowa Hills, hereinafter called the "Board," or the "District," affiliated with the Michigan Association of School Boards, hereinafter called the "MASB." The signatories are the sole parties to this Agreement.


DURATION OF AGREEMENT

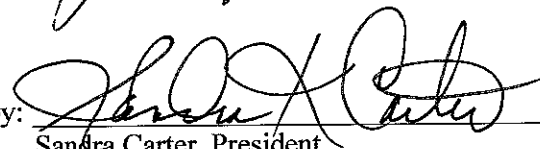
This Agreement is effective as of August 15, 2009 and continues in effect until the 15th day of August, 2010. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

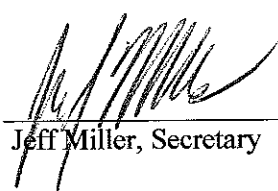
KENT COUNTY EDUCATION ASSOCIATION

KENOWA HILLS BOARD OF EDUCATION

by: 
Kent County Education Association

by: 
Thomas Strack, President

by: 
Sandra Carter, President
Kenowa Hills Education Association

by: 
Jeff Miller, Secretary

WITNESSETH

A. Mutual Aims

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

B. Formulating Policy

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

C. Collective Bargaining Requirement

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

D. Mutual Covenants

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

ARTICLE I
RECOGNITION

A. Included in the Unit

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

B. Excluded from the Unit

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

C. Definitions

1. Bargaining Unit Member

When the terms "teacher" or "bargaining unit member" are used hereafter in this Agreement, they will refer to all employees of the Kenowa Hills Public Schools as represented by the Association in the bargaining unit defined above, except as specifically stated herein to the contrary.

2. Days

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

3. Association Representative

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

4. Comparable Position

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

D. Contrary to Law

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

ARTICLE II
TEACHER RIGHTS

A. Protected Union Activities

Pursuant to the Michigan Public Employment Relations Act, the District hereby agrees that every teacher has the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

B. Additional Teacher Rights

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

C. Use of School Facilities

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

D. Association Bulletin Boards

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

E. Use of School Mail

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

F. Right to Representation

Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in professional performance, will, upon the bargaining unit member's request, have an Association representative of his/her choice at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative of the Association can be present, provided that no disciplinary action shall be delayed more than twenty-four (24) hours from the time of the request being made and further provided, however, that this shall not apply where, in the opinion of the administrator involved, it is necessary to take immediate action to protect life, limb, property or the integrity of the education process.

G. Nondiscrimination

Neither the Association nor the Board may discriminate against any applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his/her age, race, religion, color, national origin, sex, handicap or marital status.

H. Just Cause Protection

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

I. Personnel File

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

J. Access to Information

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

ARTICLE III
SITE-BASED DECISION MAKING

A. Purpose

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

B. Restructuring Committees

1. Should the Board change its policy or state law change regarding issues such as site based decision making, school improvement plans or Least Restrictive Environment, the parties agree to form committees as necessary to study the implementation of these issues and make recommendations to their respective parties. Any decisions reached by a committee shall not be in violation of Board policy or the master contract unless mutually agreed to by the Board and the Association.
2. The following committees will be established to facilitate and review the impact of change in the District and curriculum development. Participation on committees other than the Curriculum Council will be voluntary. Participation and/or nonparticipation will not be a criterion used on teacher evaluation.

C. District School Improvement

1. The District School Improvement Committee (Kenowa 2020) will develop, implement and evaluate a systemic plan for improving student performance. To that end, the committee will participate in the following:
 - a. District mission and belief statements.
 - b. Broad district wide goals based on academic standards for all students.
 - c. Curriculum alignment with building and district goals.
 - d. Evaluation process for evaluating the school improvement plan based on data.
 - e. District professional development plans.
 - f. The utilization of community resources and volunteers, i.e. government agencies, museums, etc.
 - g. The role of adult and community education, libraries, and community colleges in the learning process.
 - h. Participatory decision-making process.
 - i. Description of adult roles for which graduates will need to be prepared.
 - j. Identified skills and education needs to fulfill these adult roles.
 - k. Provide continued focus (leadership) to all “groups” in the organization to support systemic change.
2. The members of the District School Improvement Committee will consist of the following:
 - a. KHEA representative
 - b. KHSSA representative
 - c. Superintendent
 - d. Board of Education Member
 - e. One teacher from each building
 - f. All building principals
 - g. Assistant Superintendent for Business and Support Services
 - h. Assistant Superintendent for Curriculum and Instruction
3. Information from this committee will be shared with the District Curriculum Council.

D. The District Curriculum Council

1. The District Curriculum Council will act as a steering committee to initiate, review, evaluate and recommend curricular improvements to the superintendent.
2. The members of the District Curriculum Council will consist of the following:
 - a. The KHEA Vice President
 - b. Each department chairperson
 - c. An Elementary Principal, the Intermediate Principal, the Middle School Principal, the High School Principal
 - d. The Assistant Superintendent for Curriculum and Instruction
3. The committee may include a maximum of three members of the community and/or a student representative.
4. The chairperson of the District Curriculum Council will be the Assistant Superintendent for Curriculum and Instruction.
5. The Council will advise the administration concerning staff development needs, curriculum changes (new or revised), and the selection of textbooks.

E. Department Chairpersons

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

F. 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.

G. 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, Assistant Superintendent for Business and Support Services, K.H.E.A. President, the K.H.S.S.A. President and others mutually agreed upon. Any request for a contract variance shall be submitted to the District Professional Council for review.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

A. Board Authority and Responsibilities

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

B. Expectation of Employees

The Board of Education, being charged with the responsibility for providing the best educational program possible for every child, has the right to expect each bargaining unit member to professionally work to the best of his/her ability at all times.

C. Establishing Rules and Regulations

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

D. Philosophy of Education

The Board of Education, being charged by law to be the local governing body of this school district, has the right to determine and develop the philosophy of education. The Association agrees to abide by this philosophy as the basis for all teacher-pupil relationships.

E. Examples of Rights

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

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

ARTICLE V
NEGOTIATIONS PROCEDURE

A. Complete Agreement

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

B. Administration of Contract

1. Meetings to Review

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

2. Amendments to Agreement

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

3. Selection of Bargaining Representatives

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

C. Contract Variances

1. The parties recognize the Board's right to implement pilot or experimental programs. The Employer 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 Master Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Kenowa Hills Education Association and the District. Provided further that no such variations shall be deemed precedent setting nor shall they extend beyond the life of this Master Agreement. The contract variance procedure does not apply to pilot or experimental programs adopted by the Board.
2. Any modification of the current contract or Board policy must be submitted on the approved variance form, which is Appendix B. Said modifications must be mutually agreed upon by both the Board and the Kenowa Hills Education Association.

3. Any contract request for variance shall be submitted to the district Professional Council for review. The Professional Council shall be composed of the Superintendent, Assistant Superintendent for Business and Support Services, KHEA President, KHSSA President who will meet to review requests for variances.

**ARTICLE VI
SCHOOL CALENDAR**

A. Contract Calendar Days

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

B. Length of School Year

~~2009-10 175 days instruction 180.5 days for Bargaining Unit Members~~

C. School Calendars

See Appendix "C-1"

**ARTICLE VII
TEACHING CONDITIONS**

A. Secondary Day

	TEACHER DAY	INSTRUCTIONAL DAY
High School	7:30-2:45	7:45-2:35
Middle School	7:25-2:40	7:40-2:30

B. Elementary Day

Elementary (K-4)	8:30-3:45	8:40-3:35
Intermediate Building	7:40-2:55	8:00-2:50

C. Non-classroom Teachers Day

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

D. Staff Meetings and In-Service

All bargaining unit members agree to remain after the basic day an additional four (4) hours per month maximum for building meetings, when those meetings are scheduled by the administration. There will be no Friday meetings except in emergency. Advance notice must be given of the estimated length of the meeting if it is to exceed one hour. It is recommended that each building reserve one specific night for meetings. Less than full-time teachers will attend meetings on a prorated basis. The third Tuesday and the following Thursday of each month will be reserved for KHEA meetings.

E. Elementary Recess

An a.m. (15 minutes) K-4 recess is optional and must be supervised by the teacher. There will be recess in the p.m. (K-4) supervised by all certified teachers (on a rotating basis). This excludes social workers, school psychologists, speech therapists, teacher consultants. Those working in more than one building will determine with their supervisor which building or buildings they will be assigned recess duty.

F. Elementary Lunch

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

G. Intermediate, Middle School and High School Lunch

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

H. Elementary Preparation Time

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

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

The last two (2) days of school shall be half days of instruction for elementary teachers with the other half of each day being designated for preparation.

I. Secondary Preparation Time

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

J. Use of Preparation Time

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

K. Prep. Time Compensation/Compensatory Time

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

1. <u>Compensation:</u>	Elementary	\$ 7.00 per 1/2 hour
	Intermediate	\$12.00 per period
	Middle School	\$14.00 per period
	High School	\$14.00 per period

2. Compensatory Time: Compensatory time (comp. time) may be taken in half (1/2) day or full day units. Two weeks advance notice must be given to the building principal. All comp. Time must be used prior to ten (10) work days before the last day of school. NOTE: Half days of school are counted as work days. The following date has been established as the last day for use of comp. time: May 27, 2010.

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

L. Specialists' Schedule

1. All K-4 specialists will begin with students the first full day of school and will continue with students until the last four (4) days of school.
2. Intermediate specialists will begin with students the first full day and end with students on the last full day of school.
3. By the last day of school, the Principal will provide a tentative schedule for the following school year. Revisions (if any) will be distributed by the second teacher day. Changes may be made by the principal after a minimum of a five school day cycle, following discussion with affected teachers. The changes will begin on the first Monday following the cycle.

If needed, class schedules can be changed after completion of the paragraph above, due to changes in enrollment or course offerings. In special circumstances, changes can be made after consultation with all of the affected teachers. All changes will be made by the principal after consultation with affected specialists and teachers.

4. The Association and Board will, before the first student day, develop travel time schedules for specialists in 20 to 30 minute blocks. If a 30- minute schedule cannot be provided for the Marne/Fairview, Alpine/Zinser, or Alpine/Marne schedules, the principal will then provide setup or take down support.

M. Library Schedule

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

N. Substitute Lesson Plans

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

O. Master/Mentor Teacher

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

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

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

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

P. Kindergarten Teachers

Due to the fact that the Kindergarten teachers have a larger number of parents to meet for parent teacher conferences they will be scheduled for 6 additional hours each semester (consisting of two; 3 hr. blocks each semester). Therefore, during the school year kindergarten staff will work twelve more hours than other staff members during parent teacher conferences. As a result, they will be given the option of having compensation time for the extra twelve hours or being paid for this comp. time in accordance with Article VII paragraph L. If comp. time is the option selected it shall be used in accordance with Article VII paragraph L. 2.

ARTICLE VIII
CLASS SIZE

A. Philosophy

The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to ensure a high quality of education which is the goal of both the teachers and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Class Size Limits

1. Elementary Class Size Limits

Grades K-2	-	26 students
Grades 3-5	-	28 students

2. Secondary Class Size Limits

Grades 6-8	-	29 students
Grades 9-12	-	29 students

The following are exceptions for grades 6-12:

- Band and Choir-Unlimited
- Physical Education-40
- Shop-25 (i.e. Auto Tech, Power Tech, Print Tech, Tech Systems, and Photography)
- Home Economics Cooking-25
- Home Economics Sewing-28
- High School Typing/Keyboarding-35

3. Excess of One (1) to Three (3) Students

If the ratio exceeds the above mentioned ratios by one (1) to three (3) students, and a teacher recognizes that the needs of his/her students are not being adequately met because of class size, the teacher may invoke the following procedure.

4. Relief Procedure

a. Written Notice

The teacher shall deliver a written notice to the principal or principal's office involved, which notice shall define the problem and recommend a solution. The principal shall respond to such notice within three (3) school days of receipt. If the principal does not respond within said three (3) days, the teacher may resort to the next step.

b. Appeal

If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher can request a meeting with the principal and the superintendent. At the teacher's request, another teacher may be at the meeting. This meeting will occur within three (3) school days.

c. Resolution

Within five (5) school days of the above mentioned meeting, the problem will be resolved in one of the following ways:

1. Reassignment of the student(s) to another class.
2. Assignment of a teacher aide.

5. Excess of Four (4) or More Students

If the ratio exceeds the above mentioned ratios by four (4) or more students, the Board will provide the teacher or teachers affected with a full-time aide not later than five (5) school days after such relief is requested in writing and submitted to the building principal's office.

6. Absolute Maximums

The maximum class sizes will be as follows:

<u>Grades</u>	<u>Sizes</u>
K-2	32
3-5	34
6-12	35

C. Split Grades

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

D. Migrant/Special Education Relief

1. With respect to both migrant and special education students, building principals will attempt to equalize the distribution of such students within five (5) school days after a nonequalized situation is brought to their attention. If the principal involved cannot reasonably effectuate an equalization within the aforesaid five (5) day period, the principal will, on request of the

teacher(s) involved, disclose all solutions considered and explain the reasons for rejecting the same and shall consider any reasonable, alternative solutions offered by the teacher(s) involved.

2. It is understood and agreed that the Board's obligation to attempt to equalize hereunder is contingent upon the teacher(s) involved first demonstrating to the principal that the presence of migrant students and/or special education students in the classroom is adversely affecting the educational process in the classroom as a whole, despite reasonable efforts by the teacher to effectively deal with the problem. If a teacher is dissatisfied with the building principal's determination in this regard, the teacher may appeal in writing, to the superintendent's office and the superintendent's designee will review the situation and decide whether attempted equalization will be made within five (5) school days after the appeal.
3. It is also understood and agreed that the Board's obligation to attempt to equalize hereunder is limited, in the case of special education students, to intra-building equalization attempts. With respect to migrant students, equalization attempts mandated hereunder shall, if practical, be made on an intra-building or inter-building basis, as required to alleviate the problem.

E. Teacher Paraprofessionals (Aides)

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

ARTICLE IX

LEAST RESTRICTIVE ENVIRONMENT/INCLUSIVE EDUCATION

A. Least Restrictive Environment

1. Philosophy

The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Education Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.

2. IEPC Participation

The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student, to participate in the IEPC review. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.

3. Teacher Referral

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

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

4. Additional Assistance

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

B. Inclusive Education

A plan for inclusion students will be developed to meet specific student needs. The plan will be jointly devised by administration and staff working with the inclusion student. Inclusion students are special education students not on a special education teacher's classroom caseload. It is expected to be applied to low incidence, high needs students.

ARTICLE X
SICK LEAVE

A. Number of Days

Each full-time teacher is allowed thirteen (13) days of sick leave each school year, accumulative to two (2) contract years plus twenty-six (26) days. Bereavement leave can be used as sick leave.

B. Medical Appointments

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

C. Required Medical Examination

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

D. Use of Sick Leave

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

E. Notice of Use

In order to qualify for sick leave, each teacher must give notification of illness to the proper administrative official by 6:30 a.m.

F. Substitutes

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

G. Half Day/Full Day Deductions

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

H. Workers Compensation

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

I. Sick Leave Bank

1. Each teacher will contribute one (1) day of his/her sick leave allowance to a common bank to be administered by the KHEA Executive Board and recorded by the District. Contributions to the bank by part-time employees will be prorated on an allocation formula. At the beginning of each additional school year, each new teacher will contribute one (1) day of his/her sick leave allowance to the sick leave bank. Any teacher may make request(s) to the Association to withdraw days from this bank only after all regular accumulative sick leave has been exhausted. When the sick leave bank is depleted, each teacher will be immediately assessed one (1) day. An employee who is eligible for LTD and who is drawing paid leave days from the sick leave bank, may not continue to draw from the sick leave bank upon satisfying the ninety (90) day wait requirement for LTD payments.
2. Beginning with 2007-08 school year, it shall be mandatory that anyone borrowing days from the sick bank will have a gradual payback of two (2) days per year until the days are paid back.
3. The first draw from the sick bank requiring a two (2) day per year payback would be for the 2008-09 school year.
4. This is not retroactive to past use of the sick leave bank.
5. Upon retirement, the sick bank needs to be reimbursed in full before any sick day payout is made to the employee.

ARTICLE XI
PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. Professional Days

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

B. Personal Necessity Days

For regularly employed bargaining unit members, two (2) days of sick leave allowance are designated as personal necessity days. Notification must be given no later than 6:30am on the day requested. No more than six (6) teachers (limit one day per teacher per year) and/or no more than twenty percent (20%) of each building, shall take personal days to extend a vacation. Personal necessity days used for conference must be limited to ten percent (10%) of the building staff on any given day. Personal necessity days may be taken in 1/2 day or full-day units. Personal days used during parent/teacher conference sessions require the consent of building Principal. If one (1) additional personal necessity day is needed, it is not restricted, except; that the cost of the substitute will be paid by the employee.

C. Child Care Leave

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

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

D. Family Care Leave

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

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

E. Maternity Leave

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

F. Adoption Leave

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

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

G. Released Time for Officers

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

H. Other Leaves

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

I. Association Leave

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

J. Unpaid Personal/Medical Leave

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

K. Federal Family Leave Act

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

L. Additional Leave Conditions

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

1. All leaves excluding child care and family care leaves, shall commence and end at the beginning of a semester, provided that the superintendent may, in his sole discretion, waive this policy in special circumstances. Child care and family care leaves shall start when necessary and end at the beginning of a semester.
2. The maximum length of any leave shall be one (1) calendar year in addition to any partial semester where applicable.
3. a. All leaves shall be requested in writing (except unpaid personal leave), to the superintendent's office, at least six (6) calendar weeks in advance of a leave requested to commence with the second semester and four (4) calendar weeks in advance of the end of the second semester for a leave requested to commence with the first semester. Child care and family care leaves will not be subject to the time lines of this provision, but will be requested as soon as possible upon the employee learning of the need for such leave. See b. below for unpaid personal leaves.

- b. Unpaid personal leave shall be requested in writing to the superintendent's office at least four (4) months before the end of the semester preceding the leave. One (1) unpaid personal leave is allowed during a bargaining unit member's years of employment. Exceptions may be made only with approval of the superintendent.
4. Upon return from a leave of absence, the bargaining unit member shall be returned to the position from which he/she left. If that position is no longer in existence, the bargaining unit member will be returned to a comparable position.
5. Written notice of a bargaining unit member's intention to return from a leave must be given to the superintendent's office not less than four (4) calendar weeks from the end of the second semester for a first semester return and not less than six (6) calendar weeks from the end of the first semester for a second semester return.
6. If a bargaining unit member notifies the Board of his/her intention to return from a leave and in fact fails to return for work, that bargaining unit member shall be deemed to have abandoned their position/employment.
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.
8. A second leave of absence within three (3) years of a prior leave is totally within the discretion of the Board.
9. No leave of absence shall be used for employment in any other educational institution without the prior written consent of the Board.
10. Bargaining unit members returning from leaves of absence shall not receive experience credit for salary or longevity purposes for the time encompassed by any leaves.
11. No benefits shall accrue to a bargaining unit member during a leave of absence, however, upon return from a leave, a bargaining unit member's unused sick leave benefits, seniority, salary increments and longevity position which had been accumulated at the time the leave commenced, shall be restored to the returning bargaining unit member.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Definition of Vacancy

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

B. Posting

Whenever a vacancy occurs in a bargaining unit position, written notice of the vacancy will be given to the president of the Association and will be posted in every school building. All vacancies will be posted for ten (10) days. The same policy will prevail during the summer except that the Board is required to post the notice in the administration and high school building. In addition to posting, the Board agrees to provide the President of the Kenowa Hills Education Association with three (3) additional copies of all teaching vacancies or new positions which occur within the District and will send to the KCEA a copy of the postings. The Board will also post summer vacancies at

www.khps.org. The Board also agrees to mail to those who request to be mailed, if provided stamped, self-addressed envelopes.

C. Transfers

All transfers will be based on District seniority and transfer between buildings will be based on District seniority within that building unless it becomes necessary due to economic conditions or for educational reasons to alter this policy. Any bargaining unit member affected by a transfer will be notified and consulted by his/her principal as soon as possible. The bargaining unit member will receive a written statement from the principal stating the educational reasons for the transfer. It is not the policy of the Board to effect indiscriminate or widespread transfer of teachers within the system on an involuntary basis.

D. Requesting Change in Assignments

Any request by a bargaining unit member for a change of assignment will be made annually in writing to his/her building principal six (6) calendar weeks before the end of the second semester.

E. Filling Vacancies

Any qualified teacher may apply for any vacant position. In filling the position, teacher certification and Highly Qualified status, according to NCLB, if required, shall be used in determining the qualifications of employees. The above factors being the same, internal candidates will be given primary consideration.

F. Job Sharing

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

1. Application

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

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

1. Job sharing assignments shall be filled by teachers who have jointly agreed to work together.
2. Teachers in a shared assignment shall substitute in each other's absence whenever possible and shall be paid at the substitute rate. The absent teacher shall notify the building principal of such arrangement.
3. Sick leave days, personal business days and other paid leave shall be accrued on a pro-rated basis.

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

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

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

It is understood that the administration or the teachers may opt to terminate the job sharing arrangement, effective at the end of the school year. If the decision to terminate is made by the administration, the administration shall be responsible for assigning the staff members to a position that is equal to or greater than the numbers of hours worked prior to the job-sharing assignment.

If one or both of the employees desire to return to full-time status, they shall have the right to return to full-time employment at the end of the school year provided no layoff is required. The existing position will be awarded to the most senior of the two employees. Application for termination or continuation of a job sharing arrangement must be made by March 15.

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

ARTICLE XIII
REDUCTION OF PERSONNEL

A. Layoff Periods

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

B. Layoff Notice

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

C. Association Involvement

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

D. Areas of Layoff and Seniority

In the event of a layoff, the Board shall select the area to be reduced and shall then reduce personnel on a seniority basis in accordance with the provisions of Paragraph I. below.

E. Reassign/Reschedule

The Board shall not be required to reassign, reschedule, transfer or otherwise rearrange classes, schedules, students or bargaining unit members so as to create a vacancy that a bargaining unit member on layoff is certified or Highly Qualified (if required) to fill when a recall(s) is/are to be made, provided however, that any bargaining unit members on layoff at the time assignment and scheduling is being done for the first (1st) semester of a succeeding school year shall be assigned and scheduled in accordance with the principles set forth in Paragraph I. below.

F. Leave of Absence Vacancy

Any bargaining unit position opening created by a granted request for leave of absence is a vacancy and shall be treated in accordance with the provisions of Article XIII, Section J.

G. Initial Seniority Lists

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

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

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

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

H. Seniority Defined and Seniority List

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

I. Layoff Classifications

When laying off on a seniority basis, the following criteria, as well as Highly Qualified status, according to NCLB, if required, will apply:

- K-8
- K-12 by certification areas, endorsements, or Highly Qualified by NCLB
- 7-12 by department
- Special Education by certification

J. Tenure and Certification

A tenure teacher who is laid off pursuant to this article or an administrator with prior or subsequent teaching experience who is laid off, has the right to be placed in a bargaining unit position which is occupied by a teacher with the least seniority for which position the laid off teacher or administrator is qualified. Each teacher shall notify the superintendent's office, in writing, of any change in his/her certification status not later than thirteen (13) days prior to the end of the second (2nd) semester. Only changes in certification actually attained and filed with the superintendent's office on or before thirteen (13) days prior to the end of the second (2nd) semester, shall be used in making reductions and/or assignments for the succeeding school year. Any changes in certification status attained or filed in the superintendent's office after thirteen (13) days prior to the end of the second (2nd) semester shall be the basis of reductions and/or assignments in the school year next following attainment and filing only.

K. Recall Procedure

Any bargaining unit member on layoff shall be recalled in inverse order of layoff based on seniority, provided he/she is certified and Highly Qualified status, according to NCLB, if required for the vacancy. Tenure teachers shall be recalled before probationary teachers if he/she is certified and qualified for the vacancy. No new bargaining unit members shall be employed by the Board while there are bargaining unit members of the District who are laid off unless there are no laid off bargaining unit members with proper certification and qualifications to fill any vacancy which may arise. The administration will not implement new programs with the purpose of circumventing the hiring back of laid off bargaining unit members.

L. Unemployment Compensation Repayment

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

M. Qualified Defined

When bargaining unit members are released, it shall be on a least qualified seniority basis. Bargaining unit members reinstated will be on the highest qualified seniority basis. "Qualified" shall mean any State and/or North Central certification except that the position of Instrumental Music at the Senior High level shall require training and experience in marching band(s). Further, in the case of Instrumental Music, the Board agrees that the duties and responsibilities of the person filling that position shall be confined to those activities specifically related to the band program. North Central Association (NCA) qualification standards shall be used in determining the qualifications of employees, even though a building may not continue to be accredited by NCA.

N. Notice of Recall

The Board will give written notice of recall from layoff by sending a registered or certified letter to said bargaining unit member at his/her last known address. It will be the responsibility of each bargaining unit member to notify the superintendent, in writing, of any change of address and/or name. The bargaining unit member's address, as it appears on the Board's records, will be conclusive when used in connection with layoffs, recall or other notice to the bargaining unit member. The Board will notify all laid off personnel by certified mail of new contract language. The Association will receive a copy of all recall notices.

The bargaining unit member will have up to ten (10) working days upon receipt of the certified letter, to return to work. A bargaining unit member working at another public education institution will be granted the minimum time to return as established under Tenure Commission rules.

O. Annexation and Consolidation

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

ARTICLE XIV **STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. Student Referral

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

B. Assault on Teachers

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

C. Discipline/Physical Punishment

It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may be most constructively dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Any form of physical punishment of the pupil by a bargaining unit member is prohibited.

D. Time Lost

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

E. Property Loss or Damage

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

1. Automobiles must be parked in the designated areas and secured;
2. Any personal property or equipment which will be used for instructional purposes by the bargaining unit member must be registered in the principal's office; any coverage will be contingent upon the fact that the bargaining unit member acted in a reasonable and prudent fashion in protecting their personal belongings or effects;
3. The bargaining unit member's personal insurance company will provide primary coverage. If the coverage is limited or nonexistent, the Board will assume the balance of the liability providing all other requirements in this paragraph have been complied with;

4. The Board will assume no liability for any sum of money. The Board will provide each teacher appropriate keys to his/her classroom and a lockable place in the teacher's building to keep his/her outerwear and personal belongings, it being understood that this shall not obligate the Board to provide teachers with master keys nor shall it obligate the Board to purchase or construct new receptacles for personal belongings nor shall it obligate the Board to provide separate places for each teacher.

F. Parent/Student Complaints

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

G. Lighting

The Board shall provide appropriate lighting at all facilities.

ARTICLE XV
OBSERVATION AND EVALUATION

A. Observations Conducted Openly

All observations of the work performance of bargaining unit members will be conducted openly and with the full knowledge of the bargaining unit member.

B. Probationary Teachers

1. Each probationary teacher shall be observed for at least one (1) hour in K-4 and one class period in 5-12, by each of the following dates: October 15, November 30, January 30, and March 31. The timelines may be adjusted by the Board for probationary teachers under the anniversary rule. The affected teacher and the Association shall be notified of any adjustment. No observation period shall be less than thirty (30) minutes. A written evaluation shall be given to the teacher within ten (10) days after the November and March evaluations. If the October appraisal is unsatisfactory, the next three (3) observations will occur within thirty (30) day intervals, with a written evaluation accompanying each. If the District is late with an evaluation, the evaluation must be satisfactory.
2. In the event that the last evaluation in the third year of a four year probationary employee is unsatisfactory, the Association will be notified by the administration provided the employee gives approval. If the last evaluation of the third year of a probationary employee is satisfactory, the employee will receive tenure at the end of the fourth year provided: 1) there was no pattern of previous unsatisfactory evaluations in years one through three and/or 2) there are no incidents of gross misconduct (i.e. insubordination, theft, any act of destruction or violence, use of illegal drugs or alcohol, sexual misconduct, etc.) during the fourth year. An employee receiving an unsatisfactory rating in the last evaluation of the third year or an employee demonstrating a pattern of unsatisfactory evaluations will not be assured of receiving tenure at the end of the fourth year.

C. Tenure Teachers

Each tenure teacher will be evaluated at least once every three (3) years with the evaluation being given in writing prior to June 1 of the year of the evaluation.

D. Additional Evaluation

In any evaluation given on or before June 1, if a teacher's work is judged as unacceptable or unsatisfactory by an evaluator, the teacher has a right to a second observation evaluation during that year and the teacher also has the right to a second, different evaluator. The Board reserves the right to observe and render evaluations after June 1, however, with respect to evaluations rendered after June 1, the teacher will have the right to a second evaluation not later than October 1 of the succeeding school year.

E. Grievability of Evaluations

Only a tenure teacher evaluation which is unsatisfactory on an overall basis, shall be subject to the Grievance Procedure.

F. Signing Evaluations and Written Objections

One copy of any written evaluation will be included in the teacher's personnel file. The written evaluation must be discussed with the teacher. It is understood that the teacher's signature indicates only that the teacher is aware of the evaluation. The signature does not mean that the teacher agrees with the content of the evaluation. In the event that the teacher feels the evaluation is incomplete or unjust, the teacher may, within ten (10) days following the discussion, place his/her objections in writing and have them attached with the evaluation report. The building principal will give the teacher his/her copy of the evaluation and will retain the original and additional copy of the evaluation in the principal's office for the ten (10) day period and within said ten (10) day period, shall make the original and additional copy available to the teacher, on request, for placement of his/her objections thereon.

G. Extension of Time Limits

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

H. Evaluation Criteria

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

I. Negative Comments/Representation

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

J. Professional Activity Record

Documentation supporting Performance Areas 4B and 4D, responsibilities outside the classroom as they relate to school shall be listed on the Professional Activity Record. The lack of documentation, that is not included in the contract, will not be used to negatively evaluate staff unless specifically noted in an Individual Development Plan or a Plan of Assistance.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. Who May Grieve/Grievance Defined

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

B. Procedure

LEVEL I

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

LEVEL II

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

LEVEL III

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

LEVEL IV

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

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

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

C. Improper Discipline

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

D. Statutory Exclusions and Procedural Requirements

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

E. Time Limits

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

F. Miscellaneous Provisions

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

G. Grievance Procedure Exclusions

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

- The termination of services or of failure to reemploy any probationary teacher.

ARTICLE XVII
INDIVIDUAL CONTRACTS

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

ARTICLE XVIII
NO INTERRUPTION OF EDUCATION CLAUSE

A. No Strike Agreement

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

B. No Reprisals

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

ARTICLE XIX
COPIES OF THIS AGREEMENT

Copies of this Agreement will be printed at the expense of the Board of Education and presented to all bargaining unit members employed by the District. The Board will provide thirty (30) extra copies for the Association.

ARTICLE XX
EXTRA DUTIES

A. Non-tenure Status/Limit on Extra Duties

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

B. Evaluation of Non-athletic Extra Duties

A written evaluation of each non-athletic duty will be completed by the building administrator each year. The evaluation must be completed by June 1 or within twenty (20) days after the conclusion of the activity, whichever is earlier, and placed in the bargaining unit member's file. The bargaining unit member must receive a copy and is entitled to a conference at his/her discretion. The bargaining unit member must sign the evaluation.

C. Evaluation of Athletic Extra Duties

In the area of athletics, the athletic director or the building principal, in conjunction with the varsity coach of that sport, evaluates each coaching position. The District retains final jurisdiction. The evaluation shall be completed by June 1 or within twenty (20) days after the conclusion of the

activity, whichever is earlier. The coach involved must receive a copy and is entitled to a conference at his/her discretion and must sign the evaluation.

D. Cancellation of Extra Duties

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

E. Hiring Outside the Bargaining Unit

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

F. Split Contracts

Split contracts will be on a voluntary basis.

G. Signing of Contracts

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

H. Adding Extra Duty Positions

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

I. Extra Duty Salary Schedule

1. Salary to be paid in accordance with the following schedules and proper completion of the extra duty pay request form. The form must be signed by the Athletic Director for all athletic related extra pay requests and by the building principal for non-athletic extra pay requests. The payroll department will advance the lump sum pay, when applicable, by the second pay period following receipt of the request for payment form.
2. It is mutually recognized that because of the unique character of the instrumental, vocal, and elementary music positions, extra hours and responsibilities are necessary beyond those of the normal classroom position for a quality program. Since it is extremely difficult to delineate where normal classroom requirements end and where extra duties begin and since some performing activities should seem to be a normal outgrowth of regular classroom activity, it is hereby agreed to additional compensation beyond the Table III salary (see Tables I and II for percentages). It is mutually understood that all extra time and responsibilities are thus made part of the Table III position and are not subject to rejection by either the teacher or the Board.
3. Salary will be based on a percentage of the BA Step 1 teacher for 2009-10, which is \$37,017.
4. The Assistant Athletic Director will be paid in two equal payments at the end of the 2nd and 4th quarters.

J. TABLES FOR EXTRA DUTY RATES

Please refer to the appropriate Non-Athletic (pages 32-33) or Athletic (page 34) tables on the following pages. The base amount for all Extra Duty salaries is \$37,017 for 2009-10.

TABLE I-A: Non-Athletics

SALARY TO BE BASED ON A PERCENTAGE OF THE BA BASE SALARY AND TO BE PAID IN A LUMP SUM UPON COMPLETION OF THE ACTIVITY.			
POSITION	STEP 1(%)	STEP 2(%)	STEP 3(%)
Debate	5.5	6.0	7.5
Lancer Paper	3.5	4.0	4.5
Forensics	4.0	4.5	5.0
Play, Director Non musical (limit 1)	3.5	4.5	5.5
Play, Musical Play Director (limit 1)	6.0	7.0	8.0
Music Director	3.0	3.2	3.4
Vocal Music Director	3.0	3.2	3.4
Technical/Lighting	1.4	1.5	1.6
6 th Grade Camp Director	2.0	2.5	3.0
Academic Track Director, Middle School	2.0	2.5	3.0
Academic Track Director, High School	2.0	2.5	3.0
Science Olympiad Director, Middle School	2.0	2.5	3.0
Science Olympiad Director, High School	2.0	2.5	3.0
Computer Competition, Middle School	2.0	2.5	3.0
Computer Competition, High School	2.0	2.5	3.0
Senior Class Sponsor	3.5	4.0	4.5
Junior Class Sponsor	3.0	3.5	4.0
Freshman and Sophomore Class Sponsor	2.0	2.5	3.0
Yearbook, High School	7.0	7.5	8.0
Yearbook, Middle School	2.0	2.5	3.0
Student Council Directors, Middle School	4.5	5.0	5.5
Student Council Directors, High School	6.0	7.0	8.0
Safety Director	1.5	2.0	2.5
National Honor Society	3.0	3.5	4.0
SADD	3.0	3.5	4.0
Department Heads K-4•	6.5	7.5	8.5
Department Heads 5-6•	5.5	6.5	7.5
Department Heads 7-8•	5.5	6.5	7.5
Department Heads 9-12•	6.5	7.5	8.5
K-12 World Languages Department Head	6.5	7.5	8.5
Advisor/Advisee	Flat 4.5		
School Improvement Chair	2.0	3.0	4.0
Student Assistance Program	5.0	6.0	7.0
Tech Coordinators (unless released time)	5.0		
Leadership Club (Intermediate)	2.9		
Kenowa Connectors (High School)	\$75/day		
High School – School Store	Flat - \$500		
Homebound	\$24/Hr		
Michigan Virtual High School	\$24/Hr		
Crusaders	\$12.50/Hr		
Crusader Instructors	\$24/Hr		
Model Teaching Week	\$12.50/Hr		
Curriculum Academy	\$12.50/Hr		
HS Summer School	\$24/Hr		
HS/MS Tutoring	\$24/Hr		

TABLE I-B: Non-Athletics

IN THE EVENT THAT GRADE LEVELS ARE CONFIGURED DIFFERENTLY (i.e., K-5, 6-8) THE AMOUNTS AND POSITIONS WOULD BE AS FOLLOWS:			
K-5	6.5%	7.5%	8.5%
6-8	6.5%	7.5%	8.5%
9-12	6.5%	7.5%	8.5%

TABLE I-C: Music Department

SALARIES FOR THESE POSITIONS TO BE PAID QUARTERLY			
	STEP 1(%)	STEP 2(%)	STEP 3(%)
Band Director	14.0	15.0	16.0
Assistant Band Director	9.0	9.5	10.0
Orchestra (Grades 5-12)	9.0	9.5	10.0
High School Vocal-3 performances	7.0	8.0	9.0
Middle School Vocal-2 performances	5.5	6.5	7.5
Music, Intermediate Choir-1 performance	2.5	3.0	3.5
Music, Elementary (per building)	2.5	3.0	3.5

TABLE I-D: Summer Work

LIBRARIANS AND COUNSELORS, AND DRIVER EDUCATION TEACHERS WILL BE PAID PERIODICALLY UPON SUBMISSION OF VALIDATED TIME SHEETS ON THE NEXT AVAILABLE REGULAR PAY DATES			
	STEP 1 (%)	STEP 2 (%)	STEP 3(%)
Counselors/Librarians	.059/hr	.69/hr	.074/hr
Drivers Ed*	.055/hr	.065/hr	.070/hr
*Coordinator will receive an extra \$.25 per hour			

TABLE II – Athletics

PAY OPTION AS FOLLOWS:					
1. ONE LUMP SUM PAYMENT AT THE END OF THE SEASON TAXED SEPARATELY FROM REGULAR SALARY.					
2. ONE LUMP SUM PAYMENT AT THE END OF THE SEASON TAXED WITH REGULAR SALARY.					
3. PAYMENTS SPREAD OVER THE SEASON WITH REGULAR SALARY.					
Position	Step 1 (%)	Step 2 (%)	Step 3 (%)	Step 4 (%)	Step 5 (%)
Asst. AD	Flat 18.0				
Basketball (Varsity)	13.5	14.375	15.25	16.125	17.0
Basketball (Asst.)	9.5	10.0	10.5	11.0	11.5
Football (Varsity)	13.5	14.375	15.25	16.125	17.0
Football (Asst.)	9.5	10.0	10.5	11.0	11.5
Hockey	13.0	13.5	14.0	14.5	15.0
Hockey (Asst.)	8.0	8.5	9.0	9.5	10.0
Wrestling (Varsity)	13.0	13.5	14.0	14.5	15.0
Wrestling (Asst.)	8.0	8.5	9.0	9.5	10.0
Baseball/Softball (Varsity)	11.0	11.5	12.0	12.5	13.0
Baseball/Softball (Asst.)	8.0	8.5	9.0	9.5	10.0
Cross Country	9.0	9.5	10.0	10.5	11.0
Golf	8.5	9.0	9.5	10.0	10.5
Golf (Asst.)	5.5	6.0	6.5	7.0	7.5
Soccer (Varsity)	8.0	8.5	9.0	9.5	10.0
Soccer (Asst.)	5.5	6.0	6.5	7.0	7.5
Tennis (Varsity)	8.5	9.0	9.5	10.0	10.5
Tennis (Asst.)	5.5	6.0	6.5	7.0	7.5
Track (Varsity)	11.0	11.5	12.0	12.5	13.0
Track (Asst.)	7.5	8.0	8.5	9.0	9.5
Volleyball (Varsity) 03/04	10.5	11.0	11.5	12.0	12.5
Volleyball (Varsity) 04/05 & 05/06	12.4	12.9	13.4	13.9	14.4
Volleyball (Asst.)	8.0	8.5	9.0	9.5	10.0
Gymnastics	12.0	12.5	13.0	13.5	14.0
Cheerleading, Fall (Varsity)	5.0	5.5	6.0	6.5	7.0
Cheerleading, Fall (Asst.)	3.5	4.0	4.5	5.0	5.5
Cheerleading, Winter (Varsity)	5.5	6.5	7.0	7.5	8.0
Cheerleading, Winter (Asst.)	4.5	5.0	5.5	6.0	6.5
Pom Pon, Fall	5.0	5.5	6.0	6.5	7.0
Pom Pon, Winter	5.5	6.5	7.0	7.5	8.0
MIDDLE SCHOOL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Basketball (Boys/Girls)	5.5	6.0	6.5	7.0	7.5
Wrestling	5.0	5.5	6.0	6.5	7.0
Volleyball	5.0	5.5	6.0	6.5	7.0
Track	5.0	5.5	6.0	6.5	7.0
Track (Assistant)	4.0	4.5	5.0	5.5	6.0
Cheerleading	2.0	2.5	3.0	3.5	4.0
Cross Country	5.0	5.5	6.0	6.5	7.0
Athletic Photographer	Flat 3%				

ARTICLE XXI
MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Authorization of Dues and Assessments

1. At the beginning of the contract year, bargaining unit members may sign and deliver to the District a notification authorizing deduction of membership dues of the Association, including National, State and Local dues or fees. The annual dues and assessments may be paid in full prior to October 1, otherwise the total dues and assessments will be deducted from the regular salaries of bargaining unit members in sixteen (16) consecutive payroll periods beginning with the second pay period in October. The first deduction may be different due to deduction of the voluntary PAC contribution. The authorization for dues deductions will continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year.
2. The Board will notify the local Association treasurer, either verbally or in writing of any additions to, deletions from or changes in status of any bargaining unit members within ten (10) days of such additions, deletion or change.

B. Agency Shop

1. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the date of commencement of bargaining unit member duties, shall, pay a service fee to the Association, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that a bargaining unit member does not pay such service fee or authorize payment through payroll deduction, as provided for the preceding paragraph, the Board will, at the request of the Association, after giving the employee an opportunity for a meeting with the Board, deduct the service fee from the bargaining unit member. The Association accepts full responsibility to establish a service fee which shall not be in excess of the maximum amount allowable.
2. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees promptly to disburse said sums by check mailed to the Treasurer, or by ACH (direct deposit) transfer directly from the school district's bank account into a bank account designated by the Association.

C. Save Harmless Clause

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Master Contract. The Association further agrees to indemnify the Board of any cost or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by a court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.

4. The Association has the right to compromise or settle any claim made against the Board under this section.

D. Effective Date

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

E. Other Payroll Deductions

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

ARTICLE XXII
BENEFITS

A. Underwriting Requirement and Responsibilities

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

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

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

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

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

4. The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year and the July and August Board portion of the premiums will be paid by the Board.
6. The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
 - a. Timely paying of all premiums.
 - b. Complying with all requirements of the employer required by the carrier and/or underwriter.
 - c. Securing insurance coverage no less than that which is outlined in the certificates of insurance on file in the Business Office as of December 1, ~~2009~~
7. To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective.
8. Board paid premium contributions for less than full-time employees shall be prorated on the basis of time stipulated by their individual contracts.
9. Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
10. An open enrollment period for health insurance and the flexible spending accounts described in I. of this Article shall be provided annually during the month of October. The effective date for health insurance elections shall be December 1st. The effective date for flexible spending account elections shall be January 1st. All open enrollment elections must be turned in no later than October 31st.
11. The Board paid benefits are for all bargaining unit members and their eligible dependents, as defined by the insurance carrier.
12. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the application insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations.
13. The School Board shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.
14. The Association shall be provided with copies of all insurance policies.

15. Health insurance coverage for all new employees will be effective September 1 or the first month following employment of the bargaining unit member. Coverage will remain in effect until termination or retirement from employment for bargaining unit members who leave during the term of this Agreement and until expiration of this Agreement for other bargaining unit members.
16. Bargaining unit members working less than full time shall be entitled to a proportionate share of the benefits in accordance with the underwriting rules and regulations. Bargaining unit members who work less than a full year will, upon resignation or termination, receive the pro rata amount of coverage dependent upon the number of days worked under the contract.
17. Eligible dependents shall be those who qualify as dependents with the Internal Revenue Service and under the provisions of the insurance policy. In no case will the Board pay any premiums for duplicated coverage already covered by another employer on any spouse or dependents.
18. Employees who have a cost share of their medical, vision, dental, or life insurance premiums (those with less than 1.0 FTE or choosing the Super Care I coverage) may use the Flexible Benefits Plan or Cafeteria Plan as further outlined in Article XXII, I. The cafeteria plan shall also permit an employee who elects not to receive Board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this Agreement in Article XXII, G. The additional compensation shall be subject to all required tax withholdings.

B. Medical Care Insurance

1. The Board will provide without cost for active full-time employees, MESSA Choices II medical insurance, provided, that such contribution shall not exceed that required for the coverage category within which the employee is included; e.g. full family, two (2) persons, one (1) person, family continuation or sponsored dependent. The employee may choose to be covered by MESSA Super Care I and is responsible for the cost difference between Choices II and Super Care I, but not less than ~~\$140.72 per month for 2009-10~~. In subsequent years, the employee cost share shall be increased by the year-to-year percent increase in the MESSA Super Care I Full Family Premium in Area D. The bargaining unit member will be responsible for the required \$50/100 deductibles under Super Care I.

The health insurance plan will comply with section 166d of State law which prohibits abortion. Both health insurance plans will provide a \$10/\$20 prescription drug card.

C. Life Insurance

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

D. Dental Insurance

The Board shall provide, without cost to the employee, the MESSA Delta Dental Plan Auto Plus 100-90-90-90. The Class I, II and III maximum for Dental coverage will be \$2,500 with a \$2,500 orthodontic rider.

E. Long Term Disability Insurance

The Board shall provide without cost to the employee, the MESSA Long Term Disability Plan I, 90 day Modified fill, 66 2/3% of salary, \$6,000.00 monthly maximum.

F. Vision Insurance

The Board shall provide without cost to the employee, the MESSA Vision Plan VSP-3 Plus.

G. Option Package

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

Additional Cash – In ~~2009-10~~, additional cash compensation shall be paid for certified staff members that opt out of MESSA Super Care I or Choices II (based on 1.0 FTE). Those working less than 1.0 FTE will be paid on a pro-rated basis of their partial FTE. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first December pay date and continue through the first payment of June. The additional cash compensation shall be based on a December-November benefit year. NOTE: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the Board.

The amount of additional cash in ~~2009-10~~ will be \$2,542. However, if 26 people opt for additional cash, the amount shall be \$2,788. If 28 people opt for additional cash, the amount shall be \$3,280.

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

H. Insurance Purchasing

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

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

1. Health, Vision, or Dental Insurance Options

- a. Voluntarily pay the employee cost share of their health, dental, and vision insurance coverage, if any, on a pre-tax basis. Annual elections for pre-tax deductions **towards health insurance coverage** through the cafeteria plan will be effective for the period of December 1st through November 30th of the next year. Election forms will be provided by the school district Business Office.

- b. The Board will deduct any employee contribution amount through payroll deductions on a pre-tax basis under the Section 125 flexible benefits plan established by the Board, provided the employee meets the eligibility requirements and applies for Section 125 deductions.
 - c. The Board may revise the flexible benefits or cafeteria plan as necessary to comply with the requirements of the Internal Revenue Code.
2. Medical Spending or Dependent Care Spending Accounts
- a. The cafeteria plan shall also allow eligible employees who are regularly scheduled to work at least 20 hours per week to elect to contribute to a medical spending account on a pre-tax basis to be reimbursed for qualifying medical expenses and/or to contribute to a dependent care spending account on a pre-tax basis to be reimbursed for qualifying dependent care expenses.
 - b. Open enrollment for electing the medical spending accounts and the dependent care accounts (participating and setting deduction amounts) shall be in October of each year. Enrollment forms will be available in the Business Office.
 - c. Annual elections (deductions) for medical and/or dependent care spending accounts are effective for the period of January 1 through December 31st. Federal IRS rules do not allow deductions to be changed mid-year unless a participating employee has a qualifying change in circumstance (i.e. death or divorce, birth of or adoption of a new child, etc.) Deductions shall be on a pre-tax basis. In addition, new employees shall be offered the opportunity to participate for the remaining months of the calendar year.
 - d. Maximum amounts to be withheld for both medical and/or dependent care spending accounts will be set by the district and those amounts will be given to employees with enrollment documents. The total amount to be withheld will be divided over the 21 or 26 payroll periods or by an average amount of payrolls for support staff members.
 - e. Reimbursements will be made through the Benefits Administrator chosen by the school district. The documentation required and method of submitting for reimbursement will be outlined by the Administrator. Reimbursements of at least \$25 will be made, upon approval, within 7-10 working days.

J. Other Benefits

Prescription Co-Pay Reimbursement

The school district shall make available a pool of funds to reimburse full and part time teachers and support staff for a portion of their **increased costs** for prescription drug co-pays in certain circumstances under the new MESSA \$10/\$20 drug card effective 9-1-06. The school district shall develop a Section 105 Health Reimbursement Plan for reimbursing eligible employees for the **difference in the co-pay** they would have paid under the old \$5/\$10 drug card and the new \$10/\$20 drug card (i.e., their “difference costs”). Employees may be eligible to be reimbursed for the difference costs they incur for prescription drug co-pays under the following circumstances:

- a. \$5 for the difference in cost between the old \$5 co-pay for generic drugs and the new \$10 co-pay for generic drugs.
- b. \$10 for the difference in cost between the old \$10 co-pay for brand-name drugs and the new \$20 co-pay for brand-name drugs.
- c. \$18 for the difference in cost between the old \$2 co-pay on mail order generic drugs and the new \$20 co-pay on mail order generic drugs.
- d. \$38 for the difference in cost between the old \$2 co-pay on a mail order brand name drug and the new \$40 co-pay on the mail order brand name drugs, provided that no generic drug was available.

- e. If an employee **voluntarily chooses a brand-name drug when a generic is available**, the reimbursement will only be at the difference between the \$5 and \$10 amounts and not the added cost of the brand name drug.

To be eligible for a reimbursement of any difference costs by the school district, employees must first incur co-pay difference costs that exceed \$200 during the period of ~~9-1-09 to 8-31-10~~.

Reimbursement is not available for any costs the employee incurs for prescription drugs that are not covered under the MESSA insurance plan, and costs the employee incurs for prescription drugs that are not covered under the MESSA insurance plan do not count toward the \$200 of difference costs that must be incurred before the employee is eligible for reimbursement under this provision of the Master Contract.

Employees with eligible difference costs (costs incurred above the \$200 level) will be responsible for submitting a reimbursement request form with documentation of prescription drug co-pay costs they have incurred to the school district Business Office. Employees must accumulate a minimum of \$25 in difference costs (above the stated levels) before they may submit a reimbursement request to the school district Business Office. Reimbursement requests will be processed by the school district Business Office within two (2) weeks of the date they are received. The school district will supply reimbursement forms to employees. Employees may blackout all drug names on the documentation they submit to the school district for privacy.

Part time employees will be reimbursed by the school district based on their current year F.T.E. For example, a .8 FTE would receive an \$8 reimbursement on a brand-name drug (.8 X \$10). NOTE: The \$200 requirement is not prorated for part time employees.

After ~~8-31-10~~ employees with co-pay costs that exceed \$200 and that are incurred for the period ~~9-1-09 to 8-31-10~~ may submit their reimbursement requests to the Business Office in any amount (no \$25 minimum). The deadline for submitting reimbursement requests for the period of ~~9-1-09 through 8-31-10~~ to the Business Office is **October 31, 2010**. Requests received after the deadline date will be ineligible for reimbursement.

~~A pool amount of \$15,000 shall be provided by the school district to cover eligible reimbursement requests submitted by teachers and support staff for the period of 9-1-09 to 8-31-10. Any unused pool funds shall be carried over to the pool for the following year. If the \$15,000 pool allocated for the period of 9-1-09 through 8-31-10 is exhausted prior to 8-31-10, employees will be notified that the pool has been exhausted and no additional difference costs incurred by employees during the period of 9-1-09 through 8-31-10 will be reimbursed by the school district.~~

~~Employees may not carry over or combine for purposes of reimbursement any difference costs they incurred from any one year period to the next (9-1 to 8-31 of the next year).~~

There shall be an appeal process for any employee who has submitted difference costs for reimbursement that are denied. Such appeals must be filed with the Business Office within 30 days of the date they are rejected for reimbursement. A form for filing appeals shall be available from the Business Office. Appeals shall be reviewed by the Presidents of KHEA and KHSSA and the Assistant Superintendent for Business/Support Services, and a representative from the KHEA Executive Board.

NOTE: Employees who incur drug co-pay costs that will not be reimbursed by the school district under this provision of the Master Contract may submit those costs for reimbursement from the employee's Medical Flexible Spending Account under the school district's Section 125 Plan, provided the employee has completed an election form for the Medical Flexible Spending Account under the Section 125 Plan. Employees may NOT be

reimbursed for the same expenses under this provision of the Master Contract and Medical Flexible Spending Account.

ARTICLE XXIII SALARY

A. Salary Payment Schedule

1. Any bargaining unit member may select one of the following salary payment schedules:
 - 21 payments
 - 26 payments
2. The election of a choice of pay periods, once elected, is irrevocable for that year. All pay period requests must be submitted on the proper forms to the Administration Office by the Friday following the last day of school. No request will be considered after that date.

B. Outside Experience/Credit

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

C. Part-Time Employees

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

D. Tuition

1. Subject to the dollar limitation below, the Board will reimburse each teacher up to \$1,000.00 for up to four (4) credit hour courses for eligible coursework. Eligible shall mean: All courses must be taken from an accredited institution. Credit for travel tours is not acceptable. Payment for courses shall be for those taken on a planned program in education and at a graduate level. Graduate credits, not under a planned program in education, and undergraduate hours will only be reimbursed upon the prior, written approval of the superintendent and is at his/her sole discretion. The total annual tuition reimbursements will not exceed \$55,000.

~~2.~~ For reimbursement under this provision, proof of payment and a copy of the class grade received (C or better) must be received by the Association by October 1, 2010 for classes taken between August 15, 2009 and August 14, 2010. Bargaining unit members shall be reimbursed a proportional amount, but not to exceed \$1,000.00 nor for more than four (4) credit hours.

E. Advancement on Salary Schedule

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

1. Be graduate (as opposed to undergraduate) hours, except with the prior, written approval of the superintendent and in his/her sole discretion. In the event an undergraduate course is approved for movement on salary schedules for one (1) bargaining unit member, such course shall not be deemed to be approved for other bargaining unit members, unless approved by the superintendent on a case by case basis.

2. Be attained subsequent to the attainment of the degree in question, whether Bachelor's or Master's, provided, however, that in the event a bargaining unit member earned credit hours simultaneous with the attainment of the bargaining unit member's Master's degree, all such hours simultaneously earned will be credited to the bargaining unit member for salary schedule purposes.
3. Nothing herein shall be construed to remove any bargaining unit member from any schedule already attained.

F. Mileage

In arranging schedules for bargaining unit members who are assigned to more than one building or are required to use their personal transportation to accomplish school business, the Board will reimburse each bargaining unit member on the basis of IRS approved rates per mile or \$1.50 minimum per day.

G. Salaries

~~In 2009-10, salary tables will be increased by 1.0%.~~ Employees will be eligible for an increase of 1-1/2 steps as well. See Salary Schedule #1 - ~~see page 47.~~

These increases reflect the agreements made between KHEA, KCEA, and the School Board in February, 2005 as noted in sub-section H, which is an excerpt from the Letter of Understanding "Revised KHEA Salary Step Schedule for 2004/05 through 2009/10 Contract Years" which was signed/dated 8/8/05.

H. Revised KHEA Salary Step Schedule for 2004-05 through 2009-10 Contract Years

1. The parties agree that none of the components of this Letter of Understanding shall be subject to further negotiations through the 2009-10 contract years unless agreed upon by both the Board and the Association.
2. Salary step increases that are negotiated from 2004-05 through 2009-10 will apply to the salary step schedule as it is described in #3 below. *(Note: Please refer to the table and comments on Page 47)*
3. The Salary Step Schedule will be as follows:
 - From an employee's 2004-05 step on the salary schedule, he/she will move to a salary step equal to 1/4 of the next step for the 2005-06 contract year.
 - The employee will move another 3/4 of one full step for the 2006-07 contract year. The employee will move one full step from the 2006-07 contract year to the 2007-08 contract year.
 - The employee will move another 1.5 steps from the 2007-08 contract year to the 2008-09 contract year.
 - The employee will move another 1.5 steps from the 2008-09 contract year to the 2009-10 contract year.

The following is an example of this salary step schedule:

	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>
Status Quo	5	6	7	8	9	10
Modified	5	5.25	6	7	8.5	10
<i>Until New Contract*</i>	5	5.25	5			

**Further advancement on salary step will occur upon contract settlement.*

4. A hold harmless provision will be established for any employee who retires after the 2004/05 contract year but before the 2009/10 contract year. In the event of a retirement, the district will compensate the employee prior to the employee's official retirement date. The amount of compensation will be the difference between what the employee would have received under the "traditional" step schedule and what the employee actually received under the "modified" step schedule.

ARTICLE XXIV RETIREMENT

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

A. Pay for Unused Sick Leave

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 (August 15, 2010), sick leave earned and unused at the time of retirement shall be paid as follows:

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

- B. Kenowa Hills Early Retirement Incentive - The Board shall offer an early retirement incentive for eligible teachers for the life of this Agreement through the purchase of universal buy in credit, on the teacher's behalf, in addition to any other severance pay to which the teacher may be entitled. The purchase of universal buy in credit shall not provide more than thirty (30) years total service credit nor shall the Board contribution exceed a maximum of five (5) years of universal buy in credit. The retirement incentive shall be offered in accordance with the following provisions:

1. Voluntary Participation

The decision to participate in the Early Retirement Incentive is expressly voluntary on the part of the employee.

2. Eligibility for Early Retirement

Any teacher in the Kenowa Hills Public Schools may choose the early retirement incentive subject to the following qualifications:

- a. Must have 10 years or more of full-time service in the Kenowa Hills Public Schools.
- b. The teacher must actually retire under the terms of the Michigan Public School Employees Retirement System.
- c. Cannot be on Social Security, long-term disability or Workers' Compensation at the time early retirement is chosen unless this restriction is waived by the Board.

3. Early Retirement Notification

Notification for early retirement incentive and a written resignation must be filed with the superintendent's office prior to March 1 each year for retirement effective June 30 of that year unless the March 1st restriction is waived by the Board. There shall be a limit of five (5) employees approved for Board paid early retirement incentive per year, unless expressly agreed otherwise by the Board.

4. Waiver

The teacher, through requesting Board purchase of universal buy in credit, agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment comp., etc.) against the Kenowa Hills School District. The teacher further agrees to waive in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign.

5. Revoking Waiver

The employee will have seven days to revoke a signed waiver.

6. Termination Date

This plan shall be in effect until August 15, ~~2010~~, at which time it shall be subject to termination, review, or revision.

7. Contrary to Law

In the event the Early Retirement Incentive is found to be illegal during the life of this Agreement, by a court or administrative body having jurisdiction, it shall be canceled. Existing retirees shall continue to be covered by these provisions to the extent permitted by law. In the event the law prohibits continuing benefits to existing retirees, the employee shall have the right to return to active teaching duties at the beginning of the next school year. All seniority, salary step, longevity, etc., earned at the time of the early retirement choice will be reinstated.

8. Association Notification

The Association will be notified as each early retirement request is turned in. If more than five requests are received at the superintendent's office, the decision as to which five will be eligible will be determined on a first come, first served basis. If requests are received on the same day, bringing the total number of requests to more than five, the decision as to which request(s) submitted that day will be eligible will be determined by a drawing which will be witnessed by the superintendent or his/her delegate and an Association representative.

ARTICLE XXV
SUBSTITUTES

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

INDEX BASE FOR TEACHER SALARY SCHEDULES

**KENOWA HILLS EDUCATION ASSOCIATION
TEACHER SALARY SCHEDULE
2003-04**

STEP	BA INDEX	BA SALARY	BA+18 INDEX	BA+18 SALARY	MA INDEX	MA SALARY	MA+15 INDEX	MA+15 SALARY	MA+30 INDEX	MA+30 SALARY
1	1.00	\$34,112	1.05	\$35,818	1.10	\$37,523	1.15	\$39,229	1.20	\$40,934
2	1.04	\$35,476	1.09	\$37,182	1.15	\$39,229	1.20	\$40,934	1.26	\$42,981
3	1.08	\$36,841	1.13	\$38,547	1.2	\$40,934	1.25	\$42,640	1.32	\$45,028
4	1.13	\$38,547	1.18	\$40,252	1.26	\$42,981	1.31	\$44,687	1.39	\$47,416
5	1.18	\$40,252	1.23	\$41,958	1.32	\$45,028	1.37	\$46,733	1.46	\$49,804
6	1.23	\$41,958	1.28	\$43,663	1.38	\$47,075	1.43	\$48,780	1.53	\$52,191
7	1.28	\$43,663	1.33	\$45,369	1.44	\$49,121	1.49	\$50,827	1.60	\$54,579
8	1.33	\$45,369	1.38	\$47,075	1.50	\$51,168	1.55	\$52,874	1.67	\$56,967
9	1.39	\$47,416	1.44	\$49,121	1.57	\$53,556	1.62	\$55,261	1.75	\$59,696
10	1.45	\$49,462	1.50	\$51,168	1.64	\$55,944	1.69	\$57,649	1.83	\$62,425
11-15	1.51	\$51,509	1.56	\$53,215	1.71	\$58,332	1.76	\$60,037	1.91	\$65,154
16-21	1.53	\$52,191	1.63	\$55,603	1.78	\$60,719	1.83	\$62,425	1.98	\$67,542
22-27	1.65	\$56,285	1.7	\$57,990	1.85	\$63,107	1.90	\$64,813	2.05	\$69,930
28 ON	1.72	\$58,673	1.77	\$60,378	1.92	\$65,495	1.97	\$67,201	2.12	\$72,317

NOTE: It shall be noted that the salary step schedule index noted above in the 2003-04 Teacher Salary Schedule was approved and utilized for many years prior to 2003-04 as the basis for indexing salary amounts against the beginning salary for a Teacher with a BA degree, step 1. (Example: Multiply the BA, Step 1 salary times the MA, Step 6 Index = MA Step 6 Salary or $\$34,112 \times 1.38 = \$47,074.56$ or rounded off to \$47,075)

From 2004-05 through 2009-10, the indices will vary due to the agreements negotiated for this contract and any contracts extending through 2009-10. By school year 2009-10, the index numbers noted above will again be the indexing basis.

2009-10 SALARY CHARTS SHOWS A 1% INCREASE AND A 1.5 STEP INCREASES ON SALARIES OF EMPLOYEES UNDER CONTRACT IN 2005-06 AND ONE STEP FOR EMPLOYEES HIRED IN 2006-07 OR LATER (REFERENCE CHART C). THE BASE SALARY IS \$36,654. (BASE * INDEX AT STEP/DEGREE LEVEL = SALARY (rounded))

YRS TEACHING AS OF 2009-10	BA		BA18		MA		MA15		MA30	
	INDEX	BA Salary	INDEX	BA18 Salary	INDEX	MA Salary	INDEX	MA15 Salary	INDEX	MA30 Salary
1	1.0097	37,011	1.05	38,487	1.10	40,319	1.15	42,152	1.20	43,985
2	1.04	38,120	1.09	39,953	1.15	42,152	1.20	43,985	1.26	46,184
3	1.08	39,586	1.13	41,419	1.20	43,985	1.25	45,818	1.32	48,383
4	1.13	41,419	1.18	43,252	1.26	46,184	1.31	48,017	1.39	50,949
5	1.18	43,252	1.23	45,084	1.32	48,383	1.37	50,216	1.46	53,515
6	1.23	45,084	1.28	46,917	1.38	50,583	1.43	52,415	1.53	56,081
7	1.28	46,917	1.33	48,750	1.44	52,782	1.49	54,614	1.60	58,646
8	1.33	48,750	1.38	50,583	1.50	54,981	1.55	56,814	1.67	61,212
9	1.39	50,949	1.44	52,782	1.57	57,547	1.62	59,379	1.75	64,145
10	1.45	53,148	1.50	54,981	1.64	60,113	1.69	61,945	1.83	67,077
11	1.51	55,348	1.56	57,180	1.71	62,678	1.76	64,511	1.91	70,009
12	1.51	55,348	1.56	57,180	1.71	62,678	1.76	64,511	1.91	70,009
13	1.51	55,348	1.56	57,180	1.71	62,678	1.76	64,511	1.91	70,009
14	1.51	55,348	1.56	57,180	1.71	62,678	1.76	64,511	1.91	70,009
15	1.51	55,348	1.56	57,180	1.71	62,678	1.76	64,511	1.91	70,009
16	1.53	56,081	1.63	59,746	1.78	65,244	1.83	67,077	1.98	72,575
17	1.53	56,081	1.63	59,746	1.78	65,244	1.83	67,077	1.98	72,575
18	1.53	56,081	1.63	59,746	1.78	65,244	1.83	67,077	1.98	72,575
19	1.53	56,081	1.63	59,746	1.78	65,244	1.83	67,077	1.98	72,575
20	1.53	56,081	1.63	59,746	1.78	65,244	1.83	67,077	1.98	72,575
21	1.53	56,081	1.63	59,746	1.78	65,244	1.83	67,077	1.98	72,575
22	1.65	60,479	1.70	62,312	1.85	67,810	1.90	69,643	2.05	75,141
23	1.65	60,479	1.70	62,312	1.85	67,810	1.90	69,643	2.05	75,141
24	1.65	60,479	1.70	62,312	1.85	67,810	1.90	69,643	2.05	75,141
25	1.65	60,479	1.70	62,312	1.85	67,810	1.90	69,643	2.05	75,141
26	1.65	60,479	1.70	62,312	1.85	67,810	1.90	69,643	2.05	75,141
27	1.65	60,479	1.70	62,312	1.85	67,810	1.90	69,643	2.05	75,141
28 ON	1.735	63,595	1.785	65,427	1.935	70,925	1.985	72,758	2.135	78,256
28 ON (2009-10 ONLY)		64,231		66,082		71,635		73,486		79,039

NOTES:

****This chart represents the final year of the modified step increases and all employees pay steps will coincide once again with their years of teaching service.**

****This chart reflects the same Index Base for Teachers as noted on Page 46 of this contract except that Step 28 ON increased by .001467250833 due to \$500 awarded to top step in 2005-06, which was then rounded to the nearest thousandth for the school year beginning 2009-10.**

APPENDIX A

**GRIEVANCE REPORT FORM
KENOWA HILLS PUBLIC SCHOOLS**

Grievance # _____

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

LEVEL II

A. Date Cause of Grievance Discovered _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

_____	_____
Signature	Date

_____	_____
Received by	Date

C. Disposition By Principal _____

_____	_____
Signature	Date

_____	_____
Received by	Date

D. Position of Grievant and/or Association _____

Signature Date

Received by Date

LEVEL III

A. Position of Superintendent or Designee _____

Signature Date

Received by Date

B. Position of Grievant and/or Association _____

Signature Date

Received by Date

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

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

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

Building _____ Today's Date _____

School Improvement Chairperson: _____

Staff members involved in planning: _____

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

Description of the proposed program _____

Anticipated contract implications (if known) _____

Impact on other staff (list staff and impact) _____

Clearly identify goals and objectives of program _____

Describe process for evaluation _____

Time line: Proposed starting date _____
Proposed ending date _____
Date for evaluation _____

Distribution: Principal Superintendent KHEA President KHSSA President Board President

APPENDIX C-1

**KENOWA HILLS PUBLIC SCHOOLS
2009-10 CALENDAR**

September	02	Professional Development – No School for Students		
	03	Professional Development – No School for Students		
	04	No School for Staff or Students		
	07	Labor Day - No School for Students or Staff		
	08	First Day of School for Students (1/2 Day Students; Full Day Staff)	17 S	19 T
<hr/>				
October			22 S	22 T
<hr/>				
November	06	End of First Quarter		
	09	Additional Kindergarten Conferences 4:00-7:00pm		
	11	Full Day of School Conferences (K-12) 5:00-8:00 pm		
	12	Full Day of School Conferences - Elementary 4:00-7:00pm Conferences - Intermediate 3:00-6:00pm Conferences - Middle School and High School - 5:00-8:00pm		
	16	Full Day of School Conferences - Elementary and Intermediate 5:00-8:00pm Conferences - Middle School and High School 3:00-6:00pm		
	17	Additional Kindergarten Conferences 4:00-7:00pm		
	25-27	Thanksgiving Break	18 S	19.5 T
	<hr/>			
December	18	Last full day school		
	21-31	Holiday Break	14 S	14 T
<hr/>				
January	01-03	Holiday Break		
	04	School Resumes		
	20	Full day Staff and Students Middle School Exams-am High School Exams-am		
	21	Full day Staff/1/2 day Students* Middle School Exams High School Exams		
	22	1/2 day Staff and Students* Middle School Exams High School Exams End of First Semester		
	25	No School for Staff or Students	19 S	18.5 T
<hr/>				
February	08	Additional Kindergarten Conferences 4:00-7:00pm		
	11	Full Day of School Conferences (K-12) 5:00-8:00 pm		
	15	Full Day of School Conferences - Elementary 4:00-7:00pm Conferences - Intermediate 3:00-6:00pm Conferences - Middle School and High School - 5:00-8:00pm		
	16	Additional Kindergarten Conferences 4:00-7:00pm		

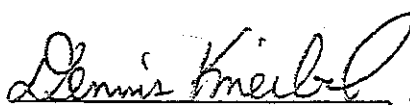
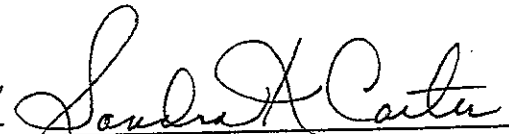
February	17	Full Day of School Conferences - Elementary and Intermediate 5:00-8:00pm Conferences - Middle School and High School 3:00-6:00pm		
	19-22	No School for Staff or Students	18 S	19.5
March	26	End of Third Quarter	23 S	23 T
April	02	No School		
	05-09	Spring Break		
	23	Professional Development – No School for Students	15 S	16 T
May	31	Memorial Day	20 S	20 T
June	09	Full day students Middle School/High School Exams		
	10	Full day Staff/1/2 day Students* Middle School and High School Exams		
	11	Full day Staff/1/2 day Students* Middle School and High School Exams Last day of school	9 S	9 T
Total Days			175 S	180.5 T

* 1/2 day for students. Dismissal at following times: Elementary 11:50 AM Intermediate 11:15 AM
Middle School 10:55 AM High School 11:00 AM

- This Calendar is subject to meeting 1,098 clock Hours and 5 days of professional development for staff.
- Thirteen hours of staff meeting time between September and June will be designated and will meet the requirements for professional development as required by the Michigan Department of Education.
- Support staff may work their regular hours to attend professional development on two of the following days: September 2, September 3 and April 23, with prior approval of their Supervisor/building Principal.

**Letter of Agreement
Regarding Impact of No Child Left Behind**

1. Effective August 1, 2006, teachers of core academic subjects shall be highly qualified as required by the ESEA/NCLB as interpreted by the Michigan Department of Education.
2. If NCLB is amended, upon request, the parties will meet to negotiate the impact of the amendments on the bargaining unit.
3. If NCLB is repealed during the life of this agreement, these provisions shall be null and void.

 _____ Dennis Kneibel Kenowa Hills Board President.	<u>11/30/06</u> Date	 _____ Sandra Carter Kenowa Hills Education Association President	<u>11/30/06</u> Date
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 _____ James Gillette, KHPS	<u>11/30/06</u> Date	 _____ Michael Stephens, KCEA	<u>11/30/06</u> Date
--	-------------------------	---	-------------------------

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

RE: Reporting of sick leave balance information for Part Time Employees

The current Master Contract between the parties does not address the issue of accounting for and reporting of sick/personal leave (used and unused) information for employees whose work status changes back and forth from full time to part time. The payroll software used by KHPS currently does not have the capability to account for leave usage and balance information for employees whose work status shifts from full time to part time. The parties recognize that employees on part time work status cannot rely on their paycheck stub for leave balance and usage information.

Therefore, the KHPS Business Office manually records and tracks leave usage and balance information for part time employees on a spreadsheet that is maintained separately from the payroll system. This separate manually recorded leave information cannot be reported to part time employees on their paycheck stubs as is done for full time employees. As an alternative to reporting leave balances on the paycheck stub, the KHPS Business Office will issue written leave usage and balance information separately to part time employees in accordance with the following schedule:


A quarterly report will be issued to each part time employee showing leave balance and use information within 60 days of September 30th each year.

A quarterly report will be issued to each part time employee showing leave balance and use information within 60 days of December 31st each year.

A quarterly report will be issued to each part time employee showing leave balance and use information within 60 days of March 31st each year.

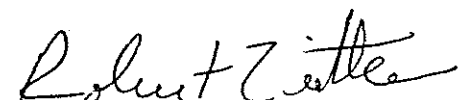
A quarterly report will be issued to each part time employee showing leave balance and use information within 60 days of June 30th each year.

NOTE: As many as 60 days may be needed by the KHPS Business Office to update leave information for part time employees at the end of certain calendar quarters. This is due to the fact that for certain pay periods, the last work day of the quarter may fall into a pay period that does not get reported back to the Business Office until the payroll on the 14th of the month following the end of that calendar quarter. Should a situation arise during the year where it is anticipated that a part time employee will exhaust their sick leave, the Business Office will make a reasonable effort to report leave balances to that employee on a timely basis.



For KHEA

9/4/08
Date



For KHPS

9/4/08
Date

APPENDIX D-3.

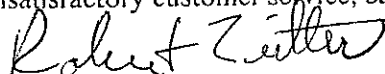
Letter of Agreement Between the
Kenowa Hills Public Schools and the
Kenowa Hills Education Association (KHEA) and the
Kenowa Hills Support Staff Association (KHSSA) and the
Kent County Education Association (KCEA)

RE: -Tax Deferred Savings Retirement Savings Programs

The parties recognize that new Internal Revenue Service (IRS) regulations governing section 403b Tax Deferred Retirement Savings Programs are scheduled to go into effect January 1, 2009. The Kenowa Hills Public Schools in preparation for the implementation of the new IRS regulations has joined the Michigan Retirement Investment Consortium (MRIC). The school district has elected to eliminate 4 current investment providers that have very low participation numbers from the choice of 403b offerings made previously made available to employees. The four 403b investment providers that will no longer be available starting January 1, 2009 are Design Underwriters, John Hancock, Lake Michigan Credit Union and Mass Mutual.

The parties agree that the school district shall provide through the MRIC the following 403b investment options: AIG/Valic, MEA/Paradigm/Prudential, Plan Member, The Legend Group, Waddell & Reed/Nationwide, Midwest Capital Advisors, GLP & Associates, Lincoln Financial, and Edward Jones, provided they agree to sign the school district's information sharing/service agreement.

The school district agrees that the addition of a 403b investment provider shall generally be bargained with the KHEA, KHSSA and KCEA. Investment providers may not be terminated or removed by the school district as named vendors without bargaining beforehand with the KHEA, KHSSA and KCEA. However, in the event an investment provider voluntarily withdraws from the MRIC or is terminated by the MRIC due to financial condition, poor investment performance relative to peer group, excessive fees or unsatisfactory customer service, bargaining shall not be required.



Robert Zeitter, Kenowa Hills Public Schools

11-25-08
Date



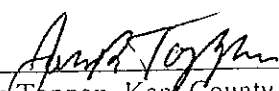
Sandra Carter, Kenowa Hills Education Association

11/25/08
Date



Richard Wilson, Kenowa Hills Support Staff Association

11/25/08
Date



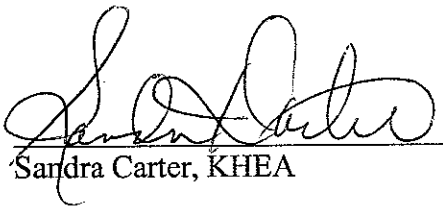
Jon Toppen, Kent County Education Association

11-25-08
Date

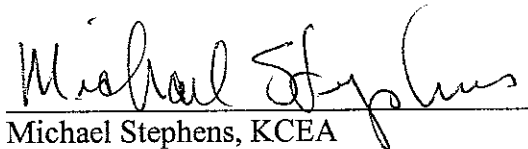
Letter of Agreement
between
Kenowa Hills Public Schools
and the
Kenowa Hills Education Association
and Kent County Education Association

The parties agree to amend the hourly rate for Driver Education teachers and the Driver Education coordinator listed under Article XX Extra Duties J. Table 1 for the ~~2007-08 and 2008-09~~ program years. NOTE: ~~2007-08~~ program year refers to the Driver Education program which will begin in the Spring of ~~2008~~ and run through the Fall of ~~2008~~. And the ~~2008/09~~ program year refers to the Driver Education program which will begin in the Spring of ~~2009~~ and run through the Fall of ~~2009~~.

Specifically, the parties agree to reduce the hourly wage rate for the teachers and coordinator for any hours worked in the ~~2007-08 and 2008-09~~ programs by \$4.00 per hour less what is listed in the current master agreement. It is understood that this agreement will be in effect for the ~~2007-08 and 2008-09~~ program years and is a non-precedent setting agreement.


Sandra Carter, KHEA

3/26/08
Date


Michael Stephens, KCEA

3/26/08
Date


Thomas K. Martin, KHPS

4/1/08
Date