



Kenowa Hills Public Schools
Education inspired.

MASTER CONTRACT

August 16, 2018
through
August 15, 2021

BETWEEN

**KENOWA HILLS
BOARD OF EDUCATION**

AND

**KENOWA HILLS
EDUCATION ASSOCIATION**

AND

KENT COUNTY EDUCATION ASSOCIATION

KENOWA HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Definitions.....	1
Duration of Agreement	1
Witnesseth.....	1
A. Mutual Aims	1
B. Formulating Policy.....	1
C. Collective Bargaining Requirement.....	1
D. Mutual Covenants	1
I. Recognition	2-3
A. Included in the Unit	2
B. Excluded from the Unit.....	2
C. Definitions.....	2
1. Bargaining Unit Member	2
2. Days	2
3. Association Representative.....	2
4. Comparable Position.....	2
D. Contrary to Law	2
E. Emergency Manager.....	3
II. Teacher Rights	3-4
A. Protected Union Activities.....	3
B. Additional Employee Rights.....	3
C. Use of School Facilities	3
D. Association Bulletin Boards	3
E. Use of School Mail	3
F. Right to Representation.....	4
G. Nondiscrimination.....	4
H. Just Cause Protection – Ancillary Staff	4
I. Personnel File.....	4
J. Access to Information.....	4
K. New Employee Orientation.....	4
III. Site-Based Decision Making.....	5-6
A. Purpose.....	5
B. Restructuring Committees	5
District School Improvement.....	5
District Curriculum Committees.....	5-6
C. Department Chairpersons.....	6
D. District Professional Council	6
IV. Board of Education Rights.....	6-7
A. Board Authority and Responsibilities.....	6
B. Expectation of Employees	6
C. Establishing Rules and Regulations.....	6
D. Philosophy of Education.....	6
E. Examples of Rights	6-7

ARTICLE

PAGE

V. Negotiations Procedure 7-8

- A. Complete Agreement7
- B. Administration of Contract7
 - 1. Meetings to Review7
 - 2. Amendments to Agreement7
 - 3. Selection of Bargaining Representatives7
- C. Contract Variances.....8

VI. School Calendar8

- A. Contract Calendar Days8
- B. Length of School Year / Day8
- C. School Calendar8

VII. Teaching Conditions 8-11

- A. Secondary Day8
- B. Elementary Day8
- C. Half Days of Instruction.....8
- D. Non-classroom Teachers’ Day..... 8-9
- E. Staff Meetings and In-Service9
- F. Elementary Recess9
- G. Elementary Lunch.....9
- H. Middle School and High School Lunch.....9
- I. Elementary Preparation Time9
- J. Secondary Preparation Time.....9
- K. Use of Preparation Time10
- L. Prep. Time Compensation/Compensatory Time.....10
 - 1. Compensation10
 - 2. Compensatory Time.....10
- M. Specialists' Schedule10
- N. Library Schedule10
- O. Substitute Lesson Plans10
- P. Master/Mentor Teacher.....11
- Q. State/Federal Mandated Assessments11

VIII. Class Size 11-12

- A. Philosophy11
- B. Class Size Limits.....11
 - 1. Elementary Class Size Limits11
 - 2. Secondary Class Size Limits (and exceptions)11
 - 3. Elementary Remedy for Excess 11-12
 - 4. Secondary Remedy for Excess.....12
 - 5. Class Size Reimbursement.....12
 - 6. Absolute Maximums12
- C. Split Grades.....12
- D. Teacher Paraprofessionals (Aides)12

ARTICLE

PAGE

IX. Special Education..... 12-13
 A. Philosophy12
 B. IEPC Participation13
 C. Teacher Referral.....13
 D. Additional Assistance13
 E. Changes with Law, Policy or Procedures13

X. Sick Leave..... 13-15
 A. Number of Days.....13
 B. Medical Appointments.....13
 C. Required Medical Examination13
 D. Use of Sick Leave14
 E. Notice of Use14
 F. Substitutes14
 G. Half Day/Full Day Deductions14
 H. Workers Compensation.....14
 I. Sick Leave Bank14
 J. Retirement.....15

XI. Professional, Personal and Association Leave..... 15-18
 A. Professional Days.....15
 B. Personal Necessity Days15
 C. Federal Family Leave Act.....16
 D. Child Care Leave16
 E. Family Care Leave.....16
 F. Maternity Leave16
 G. Adoption Leave.....16
 H. Released Time for Officers.....17
 I. Other Leaves17
 J. Association Leave17
 K. Unpaid Personal/Medical Leave.....17
 L. Additional Leave Conditions 17-18

XII. Vacancies and Job Sharing 18-19
 A. Definition of Vacancy18
 B. Job Sharing..... 18-19

XIII. Reduction of Ancillary Staff..... 20-22
 A. Layoff Periods.....20
 B. Layoff Notice20
 C. Association Involvement20
 D. Areas of Layoff and Seniority.....20
 E. Leave of Absence Vacancy.....20
 F. Initial Seniority Lists.....20
 G. Seniority Defined and Seniority List21
 H. Recall Procedure21
 I. Unemployment Compensation Repayment21
 J. Qualified Defined.....21

ARTICLE

PAGE

K. Notice of Recall21

L. Annexation and Consolidation.....22

XIV. Student Discipline and Teacher Protection..... 22-23

 A. Administrative Support.....22

 B. Student Referral.....22

 C. Assault on Teachers22

 D. Discipline/Physical Punishment.....23

 E. Time Lost.....23

 F. Property Loss or Damage.....23

 G. Parent/Student Complaints.....23

 H. Seclusion and Restraint.....23

XV. Observation and Evaluation of Ancillary Staff.....24

 A. Observations Conducted Openly24

 B. Grievability of Evaluations24

 C. Extension of Time Limits24

 D. Evaluation Criteria24

 E. Negative Comments/Representation.....24

XVI. Grievance Procedure 24-26

 A. Who May Grieve/Grievance Defined24

 B. Procedure 24-25

 C. Improper Discipline25

 D. Statutory Exclusions and Procedural Requirements25

 E. Time Limits.....26

 F. Miscellaneous Provisions.....26

 G. Grievance Procedure Exclusions26

XVII. Individual Contracts.....26

XVIII. No Interruption of Education Clause 26-27

 A. No Strike Agreement26

 B. No Reprisals.....27

XIX. Copies of This Agreement27

XX. Extra Duties 27-30

 A. Non-tenure Status/Limit on Extra Duties27

 B. Evaluation of Non-athletic Extra Duties.....27

 C. Cancellation of Extra Duties.....27

 D. Hiring Outside the Bargaining Unit.....27

 E. Split Contracts.....27

 F. Signing of Contracts27

 G. Adding Extra Duty Positions28

 H. Extra Duty Salary Schedule.....28

 I. Tables for Extra Duty Rates..... 28-30

 Table IA – Non-Athletics..... 28-29

ARTICLE

PAGE

Table IB – Music Department.....29
 Table IC – Summer Work.....29
 Summer Professional Development.....29
 Table II - Athletics.....30

XXI. Membership Dues and Payroll Deductions.....31
 A. Employer Provided Bargaining Unit Information.....31
 B. Membership Dues31
 C. Payroll Deductions.....31

XXII. Benefits 32-36
 A. Underwriting Requirement and Responsibilities..... 32-33
 B. Insurance 34-35
 C. Option Package35
 D. Insurance Purchasing35
 E. Flexible Benefits or Cafeteria Plan.....36
 1. Health, Vision or Dental Insurance Payment Options36
 2. Medical Spending or Dependent Care Spending Accounts.....36

XXIII. Salary 37-38
 A. Salary Payment Schedule.....37
 B. Outside Experience/Credit.....37
 C. Part-time Employees.....37
 D. Tuition.....37
 E. Advancement on Salary Schedule37
 F. Mileage38
 G. Salaries.....38
 1. 2018-19.....38
 2. 2019-2038
 3. 2020-21.....38
 H. Performance-Based Compensation.....38
 I. Extra Class.....38

XXIV. Substitutes38

ADDITIONAL ATTACHMENTS:

Salary Schedule:

 2018-19.....39
 2019-20.....40

Appendix A Grievance Report Form..... 41-42
Appendix B Contract Variance Form43
Appendix C Calendar 2018-1944
Appendix D Sick Leave Bank..... 45-46
Appendix E Letter of Agreement re: 1% Increase in 403b from 2010-11.....47
Appendix F FMLA Statement of Employee Rights & Responsibilities.....48
Appendix G Notification of a Crime49

DEFINITIONS

This Agreement is entered into the 15th day of August, 2018, by and between the Kent County Education Association, exclusive bargaining agent for the Kenowa Hills Education Association, hereinafter called the "Association," and affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the School District of Kenowa Hills, hereinafter called the "Board," or the "District," affiliated with the Michigan Association of School Boards, hereinafter called the "MASB." The signatories are the sole parties to this Agreement.

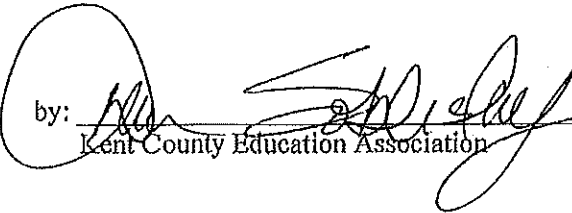
DURATION OF AGREEMENT

This Agreement is effective as of August 16, 2018 and continues in effect until the 15th day of August, 2021. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

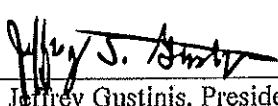
KENT COUNTY EDUCATION ASSOCIATION

KENOWA HILLS BOARD OF EDUCATION

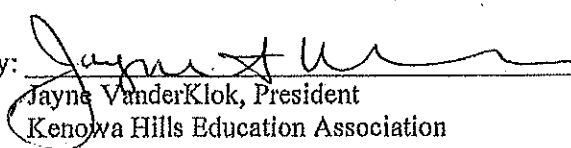
by:


Kent County Education Association

by:


Jeffrey Gustinis, President

by:


Jayne VanderKlok, President
Kenowa Hills Education Association

by:


Matthew Rettig, 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, instructional coaches, full school year bilingual or ESL teachers, speech therapists, school psychologists, social workers, consultants and other certified special education personnel, and any other non-certified instructors allowable under State alternative teaching provisions.

B. Excluded from the Unit

Excluded from the unit are Elementary, Middle School or High School Principals and their Assistants; Administrative Assistants; the Assistant Superintendent; the Superintendent; Director of Finance & Support Staff Human Resources; Director of Special Education and Early Childhood Education; Athletic Director; Dean of Students; Office and Clerical Personnel; Maintenance and Custodial Personnel; Transportation Personnel; Substitute Teachers; Community Education Preschool Teachers; various Aides; Adult Education Instructors; CETA Instructional Analysts; School Nurse and any other full or part-time employees of the Board or of any other employer.

C. Definitions

1. Bargaining Unit Employee

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

2. Days

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

3. Association Representative

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

4. Comparable Position

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

D. Contrary to Law

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

E. Emergency Manager

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

ARTICLE II
TEACHER RIGHTS

A. Protected Union Activities

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

B. Additional Employee Rights

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

C. Use of School Facilities

The Association and its representatives must request approval from the Superintendent 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 per copy charge equal to that of district charges for use of the photocopy machines, and the Association must provide its own paper. Use of any equipment owned by the District is subject to prior approval of the building administrator.

F. Right to Representation

Upon request, an employee may have Association representation during any investigatory interview that could lead to discipline.

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, sexual orientation, handicap or marital status, or their decision to join or not join the Association.

H. Just Cause Protection – Ancillary Staff

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

I. Personnel File

Each employee has the right to review the complete contents of his/her personnel file. A representative of the Association may accompany the bargaining unit employee if so requested. The bargaining unit employee has the right to remove any written material of which the bargaining unit employee is sole author from his/her personnel file at any time. The Central Office file is the official personnel file. The Board will advise an employee of a request for information from the employee's personnel file, except when the request is made by an individual with a professional association with the Board (e.g., attorney, administrator, etc.) or when the request is made pursuant to an investigation/hearing by a governmental agency/department or when the information will be used as evidence in any action involving the Board (e.g., Workers' Compensation, arbitration, MERC, etc.). Identification of requesting person will be provided, if known.

J. Access to Information

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

K. New Employee Orientation

Orientation for new staff to the District shall be held on a weekday prior to the first day of school. Orientation for staff new to the District will include a duty-free, unpaid lunch where individuals who are eligible for membership will have the opportunity to meet their Association during lunch provided by them.

ARTICLE III
SITE-BASED DECISION MAKING

A. Purpose

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

B. Restructuring Committees

The following committees will be established to facilitate and review the impact of change in the District and curriculum development. Participation on committees other than the Curriculum Council will be voluntary.

District School Improvement

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

District Curriculum Committees

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

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

C. Department Chairpersons

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

D. District Professional Council

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

ARTICLE IV
BOARD OF EDUCATION RIGHTS

A. Board Authority and Responsibilities

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

B. Expectation of Employees

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

C. Establishing Rules and Regulations

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

D. Philosophy of Education

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

E. Examples of Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by

the laws and the Constitution of the State of Michigan and of the United States, including but without limiting, the generality of the foregoing, the right:

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

ARTICLE V

NEGOTIATIONS PROCEDURE

A. Complete Agreement

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

B. Administration of Contract

1. Meetings to Review

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

2. Amendments to Agreement

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

3. Selection of Bargaining Representatives

In any reviews described in this article, neither party has any control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the

Association, but the parties mutually pledge that representatives selected by each have the necessary power and authority to make proposals, consider proposals and make tentative agreements. It is not the intent of this paragraph to provide for continuous negotiations.

C. Contract Variances

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

ARTICLE VI
SCHOOL CALENDAR

A. Contract Calendar Days

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

B. Length of School Year / Day

180 days of instruction 184.5 days for unit employees

C. School Calendar

See Appendix C – calendar to include legislatively required annual training within PD structure.
High school staff must attend Commencement in lieu of the ½ day of Parent-Teacher Conferences in the spring.

ARTICLE VII
TEACHING CONDITIONS

A. Secondary Day

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

B. Elementary Day

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

C. Half Days of Instruction

All students will attend 3.50 hours on all ½ days of school.

D. Non-classroom Teachers' Day

Non-classroom teachers will be expected to work the same number of contract hours per week as classroom teachers. If unusual circumstances arise which require additional time per month beyond

these hours, compensatory time off will be granted to the staff person. The scheduling of this compensatory time will be worked out between that staff person and his/her supervisor.

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

E. Staff Meetings and In-Service

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

F. Elementary Recess

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

G. Elementary Lunch

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

H. Middle School and High School Lunch

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

I. Elementary Preparation Time

Elementary teachers in grades Kindergarten through fifth shall have 220 minutes of planning time per week within the framework of the Specialists' program. In the event a Specialist is not available, a substitute will be provided when the absence is due to illness. No sub will be provided at the beginning or end of the school year or during program rehearsals. Building leadership will work with teacher leaders to develop an alternative schedule for half (1/2) days. Every effort will be made to provide planning time in a fair and equitable manner.

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

J. Secondary Preparation Time

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

K. Use of Preparation Time

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

L. Prep. Time Compensation/Compensatory Time

Teachers can be required to teach during a preparation period for remuneration or, if the teacher chooses, compensatory time, provided, however, that no teacher may be required to do so more than four (4) times in any given contract year.

1. <u>Compensation:</u>	Elementary	\$17.50 per 1/2 hour
	Middle School	\$35.00 per period
	High School	\$35.00 per period

2. Compensatory Time (Comp Time): Earned on a time for time basis (6 hours of instruction = 1 comp day). Up to three (3) non-consecutive comp days can be taken in a school year. Comp time may be taken in half (1/2) day or full day units (3 and 6 hours respectively). Certified staff shall not be allowed to take compensatory time after exhausting allotted number of leave days within the school year without superintendent's approval. Three (3) days advance notice must be given to the building principal and shall be approved except where noted below providing a sub has been secured for the absence. All comp time must be used prior to ten (10) workdays before the last day of school. NOTE: Half days of school are counted as workdays.

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

M. Specialists' Schedule

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

N. Library Schedule

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

O. Substitute Lesson Plans

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

P. Master/Mentor Teacher

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

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

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

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

Q. State/Federal Mandated Assessments

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

ARTICLE VIII
CLASS SIZE

A. Philosophy

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

B. Class Size Limits

1. Elementary Class Size Limits

Grades K-Knights	-	22 students
Grades K-2	-	26 students
Grades 3-5	-	28 students
Music & Physical Ed	-	32 students
Special Education	-	per KISD Approved Guidelines or Approved MDE Deviation

2. Secondary Class Size Limits

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

The following are exceptions for grades 6-12:

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

3. Elementary Remedy for Excess

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

the equivalency of a full-day paraprofessional for more than three (3) students over the class size limit. If the enrollment in a section of K-5 Music or PE exceeds 32 students, a paraprofessional will be assigned to the section. Resource room teachers and other certified staff who exceed their caseloads shall be compensated \$1 per hour per student each day the overload exists.

4. Secondary Remedy for Excess

Secondary (6-12) teachers shall be compensated \$1 per student per day in classes where the overload exists. Self-Contained secondary teachers shall receive five dollars (\$5) per student per day each day the overload exists.

5. Class Size Reimbursement

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

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

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

6. Absolute Maximums

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

<u>Grades</u>	<u>Sizes</u>
K-Knights	28
K-2	32
3-12	34

C. Split Grades

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

D. Teacher Paraprofessionals (Aides)

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

ARTICLE IX
SPECIAL EDUCATION

A. Philosophy

The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is

also recognized that students with a disability have unique needs as determined by an Individual Education Planning Committee (IEPC).

B. IEPC Participation

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

C. Teacher Referral

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

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

D. Additional Assistance

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

E. Changes with Law, Policy or Procedures

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

ARTICLE X
SICK LEAVE

A. Number of Days

Each full-time teacher is allowed twelve (12) days of sick leave each school year, accumulative to two (2) contract years plus twenty-six (26) days. Bereavement leave can be used as sick leave. A maximum of five (5) sick days can be used for bereavement. Additional bereavement beyond five (5) days must be approved by the Superintendent.

B. Medical Appointments

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

C. Required Medical Examination

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

D. Use of Sick Leave

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

E. Notice of Use

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

F. Substitutes

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

G. Half Day/Full Day Deductions

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

H. Workers Compensation

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

I. Sick Leave Bank

1. Each employee will contribute one (1) day of his/her sick leave allowance to a common bank to be administered by the KHEA Executive Board and recorded by the District. Contributions to the bank by part-time employees will be prorated on an allocation formula. At the beginning of each additional school year, each new employee will contribute one (1) day of his/her sick leave allowance to the sick leave bank. Any employee may make request(s) to the Association to withdraw days from this bank only after all regular accumulative sick leave has been exhausted. This request for consideration is to be made through completion of the designated form (Appendix D). When the sick leave bank is depleted, each employee will be immediately assessed one (1) day. An employee who is eligible for LTD and who is drawing paid leave days from the sick leave bank, may not continue to draw from the sick leave bank upon satisfying the ninety (90) day wait requirement for LTD payments.
2. It shall be mandatory that anyone borrowing days from the sick bank will have a gradual payback of two (2) days per year until the days are paid back.
3. An employee may choose to repay more than two (2) days per year provided the employee has a minimum of twelve (12) days left in his/her own sick or personal time account. It is the employee's responsibility to notify the District and Association if he/she chooses to pay back more than two (2) days in one year.
4. Upon retirement, the sick bank needs to be reimbursed in full before any sick day payout is made to the employee.

J. Retirement

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

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

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

2. To assist with the budgeting process, an early notification of retirement stipend shall be paid to those recognized as members of the unit who notify the District of their intent to retire by the end of the business day as follows:

January 31st: \$1,000

February 28th: \$750

March 31st: \$500

No early notification benefit is paid for notifications received on April 1st or after

ARTICLE XI
PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. Professional Days

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

B. Personal Necessity Days

For full-time employees, three (3) days of sick leave allowance are designated as personal necessity days. Notification must be given whenever possible at least three (3) days in advance of the leave day(s). No more than six (6) teachers (limit one day per teacher per year) and/or no more than twenty percent (20%) of each building, shall take personal days to extend a vacation. Personal necessity days used for conference must be limited to ten percent (10%) of the building staff on any given day. Personal necessity days may be taken in 1/2 day or full-day units. Personal days used during parent/teacher conference sessions, early dismissal days and during professional development require the consent of building Principal. If one (1) additional personal necessity day is needed, it is not restricted, except; that the cost of the substitute will be paid by the employee.

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

C. Federal Family Leave Act

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

D. Child Care Leave

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

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

E. 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.

F. 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.

G. 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.

H. Released Time for Officers

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

I. Other Leaves

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

J. Association Leave

Twenty (20) days will be granted for Association leave each year. Up to twelve (12) additional days will be granted for NEA Board responsibilities. The daily rate of the substitute teacher's salary and associated benefits shall be paid by the Association for all leave days granted under this provision.. The request for Association leave will be made in writing to the superintendent and signed by two (2) Association officers.

K. 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.

L. Additional Leave Conditions

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

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

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

ARTICLE XII

VACANCIES AND JOB SHARING

A. Definition of Vacancy

A vacancy shall be defined as an existing or newly created position that is unoccupied and that the employer intends to fill.

B. Job Sharing

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

1. Application

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

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

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

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

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

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

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

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

ARTICLE XIII
REDUCTION OF ANCILLARY STAFF

A. Layoff Periods

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

B. Layoff Notice

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

C. Association Involvement

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

D. Areas of Layoff and Seniority

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

E. Leave of Absence Vacancy

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

F. Initial Seniority Lists

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

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

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

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

G. Seniority Defined and Seniority List

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

H. Recall Procedure

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

I. Unemployment Compensation Repayment

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

J. Qualified Defined

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

K. Notice of Recall

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

L. Annexation and Consolidation

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

ARTICLE XIV
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Administrative Support

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

B. Student Referral

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

C. Assault on Teachers

1. Any case of assault upon an employee by a student must be promptly reported to the principal. The District will provide legal counsel to defend the employee with respect to such assault. An employee may use reasonable force to protect himself/herself from attack or prevent injury to any individual. The definition of an assault being, causing or attempting to cause physical harm through force or violence. The accused student shall immediately be removed from that staff member's classroom (i.e, certified staff/instructional paraprofessional) to provide all parties due process and a thorough investigation. The student committing the assault shall not return to the classroom until an investigation has been concluded by the building administrator/supervisor and the certified staff has been briefed on the outcome of the investigation.
2. The procedures for the handling of a verbal or physical assault shall be followed according to Board Policy 5610.01.
3. In an effort to provide de-escalation for all parties concerned, the teacher can request to be excused during the time an administrator investigates the alleged physical assault or threat of a physical assault. Depending on the severity of the situation, the certified staff may be excused for the remainder of the day with pay without utilization of sick or personal time for that day, as determined by the administrator.
4. Should the certified staff require counsel from a professional and/or time to report the incident with law enforcement, the following work day, or the portion of the following work day needed to meet with law enforcement, shall be excused without loss of personal or sick time.

D. Discipline/Physical Punishment

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

E. Time Lost

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

F. Property Loss or Damage

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

1. Automobiles must be parked in the designated areas and secured;
2. Any personal property or equipment which will be used for instructional purposes by the employee must be registered in the principal's office; any coverage will be contingent upon the fact that the employee acted in a reasonable and prudent fashion in protecting their personal belongings or effects;
3. The employee's personal insurance company will provide primary coverage. If the coverage is limited or nonexistent, the Board will assume the balance of the liability providing all other requirements in this paragraph have been complied with;
4. The Board will assume no liability for any sum of money. The Board will provide each teacher appropriate keys to his/her classroom and a lockable place in the teacher's building to keep his/her outerwear and personal belongings, it being understood that this shall not obligate the Board to provide teachers with master keys nor shall it obligate the Board to purchase or construct new receptacles for personal belongings nor shall it obligate the Board to provide separate places for each teacher.

G. Parent/Student Complaints

Any complaints by a parent or student directed toward a unit employee will be called to the employee's attention within five (5) days and, whenever possible, the identity of the complainant will be indicated. If the complaint is to become part of the employee's personnel file, the identity of the complainant will be revealed. The employee has the right to attach a written statement of his/her own concerning the complaint. This statement will accompany the complaint in the personnel file.

H. Seclusion and Restraint

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

ARTICLE XV
OBSERVATION AND EVALUATION OF ANCILLARY STAFF

A. Observations Conducted Openly

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

B. Grievability of Evaluations

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

C. Extension of Time Limits

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

D. Evaluation Criteria

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

E. Negative Comments/Representation

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

ARTICLE XVI
GRIEVANCE PROCEDURE

A. Who May Grieve/Grievance Defined

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

B. Procedure

LEVEL I

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

LEVEL II

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

LEVEL III

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

LEVEL IV

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

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

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

C. Improper Discipline

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

D. Statutory Exclusions and Procedural Requirements

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

considered as having been resolved, with remedy applied favorable to the aggrieved or that the grievance is terminated and further proceedings barred.

E. Time Limits

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

F. Miscellaneous Provisions

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

G. Grievance Procedure Exclusions

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

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

ARTICLE XVII
INDIVIDUAL CONTRACTS

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

ARTICLE XVIII
NO INTERRUPTION OF EDUCATION CLAUSE

A. No Strike Agreement

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

B. No Reprisals

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

ARTICLE XIX
COPIES OF THIS AGREEMENT

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

ARTICLE XX
EXTRA DUTIES

A. Non-tenure Status/Limit on Extra Duties

It is understood that an employee performing extra duties has a non-tenure status in the extra duty position and failure to reemploy an individual in a capacity of other than classroom teacher shall not be deemed a demotion within the provision of the Tenure Act.

B. Evaluation of Athletic Extra Duties

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

C. Cancellation of Extra Duties

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

D. Hiring Outside the Bargaining Unit

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

E. Split Contracts

Split contracts will be on a voluntary basis.

F. Signing of Contracts

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

G. Adding Extra Duty Positions

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

H. Extra Duty Salary Schedule

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

I. TABLES FOR EXTRA DUTY RATES

Please refer to the appropriate Non-Athletic (pages 28-29) or Athletic (page 30) tables on the following pages. The base amount for all Extra Duty salaries is \$37,760.

TABLE I-A: Non-Athletics

SALARY TO BE BASED ON A PERCENTAGE OF THE BA BASE SALARY AND TO BE PAID IN A LUMP SUM UPON COMPLETION OF THE ACTIVITY.			
POSITION	STEP 1(%)	STEP 2(%)	STEP 3(%)
Debate	5.5	6.0	7.5
Lancer Paper	3.5	4.0	4.5
Forensics	4.0	4.5	5.0
Play, Director Non musical (limit 1)	3.5	4.5	5.5
Play, Musical Play Director (limit 1)	6.0	7.0	8.0
Music Director	3.0	3.2	3.4
Vocal Music Director	3.0	3.2	3.4
6 th Grade Camp Director	2.0	2.5	3.0
Senior Class Sponsor	3.5	4.0	4.5
Junior Class Sponsor	3.0	3.5	4.0
Freshman and Sophomore Class Sponsor	2.0	2.5	3.0
Yearbook, High School (if not a class)	11.0	11.5	12.0
Yearbook, High School (if a class)	7.0	7.5	8.0
Yearbook, Middle School	2.0	2.5	3.0
Student Council Directors, Middle School	4.5	5.0	5.5
Student Council Directors, High School	6.0	7.0	8.0
National Honor Society	3.0	3.5	4.0
Department Heads K-12	6.0	7.0	8.0
K-12 World Languages Department Head	6.0	7.0	8.0
Career Readiness Department Head	6.0	7.0	8.0
K-12 STEM Department Head	6.0	7.0	8.0
Department Head Middle School Special Education	6.0	7.0	8.0
Department Head High School Special Education	6.0	7.0	8.0
Advisor/Advisee	4.5	4.5	4.5
School Improvement Chair	6.0	7.0	8.0
Kenowa Connectors (High School)	\$75/day		
High School – School Store (if not a class)	11.0	11.5	12.0
High School – School Store (if a class)	7.0	7.5	8.0
Homebound	\$24/hr		
Certified Online Classroom Monitor	\$20/hr		

HS Summer School	\$24/hr
HS/MS Tutoring	\$24/hr
District-Sponsored PD/Curriculum Work (outside contracted hours/day)	\$16.67/hr \$50/half day \$100/day
Speech & Language Pathologist Certification	\$250 annually

Buildings will receive \$3.50 per student FTE each school year for advisor stipends up to \$500 to participate in academic competitions outside the school day. Building School Improvement Teams will use a common proposal process to determine how the resources will be allocated. Compensation shall be paid at the end of the semester of which the competition was held.

TABLE I-B: Music Department

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

TABLE I-C: Summer Work

LIBRARIANS AND COUNSELORS WILL BE PAID PERIODICALLY UPON SUBMISSION OF VALIDATED TIME SHEETS ON THE NEXT AVAILABLE REGULAR PAY DATES			
POSITION	STEP 1 (%)	STEP 2 (%)	STEP 3(%)
Counselors/Librarians	.059/hr	.069/hr	.074/hr

Summer Professional Development

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

TABLE II – Athletics

PAY OPTION AS FOLLOWS:					
1. ONE LUMP SUM PAYMENT AT THE END OF THE SEASON TAXED SEPARATELY FROM REGULAR SALARY.					
2. ONE LUMP SUM PAYMENT AT THE END OF THE SEASON TAXED WITH REGULAR SALARY.					
3. PAYMENTS SPREAD OVER THE SEASON WITH REGULAR SALARY.					
POSITION	STEP 1 (%)	STEP 2 (%)	STEP 3 (%)	STEP 4 (%)	STEP 5 (%)
Basketball (Varsity)	13.5	14.375	15.25	16.125	17.0
Basketball (Asst.)	9.5	10.0	10.5	11.0	11.5
Bowling	8.5	9.0	9.5	10.0	10.5
Football (Varsity)	13.5	14.375	15.25	16.125	17.0
Football (Asst.)	9.5	10.0	10.5	11.0	11.5
Hockey	13.0	13.5	14.0	14.5	15.0
Hockey (Asst.)	8.0	8.5	9.0	9.5	10.0
Wrestling (Varsity)	13.0	13.5	14.0	14.5	15.0
Wrestling (Asst.)	8.0	8.5	9.0	9.5	10.0
Baseball/Softball (Varsity)	11.0	11.5	12.0	12.5	13.0
Baseball/Softball (Asst.)	8.0	8.5	9.0	9.5	10.0
Cross Country	9.0	9.5	10.0	10.5	11.0
Cross Country (Asst.)	6.0	6.5	7.0	7.5	8.0
Golf	8.5	9.0	9.5	10.0	10.5
Golf (Asst.)	5.5	6.0	6.5	7.0	7.5
Soccer (Varsity)	10.0	10.5	11.0	11.5	12.0
Soccer (Asst.)	5.5	6.0	6.5	7.0	7.5
Tennis (Varsity)	8.5	9.0	9.5	10.0	10.5
Tennis (Asst.)	5.5	6.0	6.5	7.0	7.5
Track (Varsity)	11.0	11.5	12.0	12.5	13.0
Track (Asst.)	7.5	8.0	8.5	9.0	9.5
Volleyball (Varsity)	12.4	12.9	13.4	13.9	14.4
Volleyball (Asst.)	8.0	8.5	9.0	9.5	10.0
Gymnastics	12.0	12.5	13.0	13.5	14.
Cheerleading, Fall (Varsity)	5.0	5.5	6.0	6.5	7.0
Cheerleading, Fall (Asst.)	3.5	4.0	4.5	5.0	5.5
Cheerleading, Winter (Varsity)	8.5	9.0	9.5	10.0	10.5
Cheerleading, Winter (Asst.)	4.5	5.0	5.5	6.0	6.5
Dance, Fall	5.0	5.5	6.0	6.5	7.0
Dance, Winter	5.5	6.0	6.5	7.0	7.5
Lacrosse (Varsity)	11.0	11.5	12.0	12.5	13.0
Lacrosse (Asst.)	8.0	8.5	9.0	9.5	10.0
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	3.0	3.0	3.0	3.0	3.0

ARTICLE XXI
MEMBERSHIP DUES AND PAYROLL DEDUCTIONS

A. Employer Provided Bargaining Unit Information

1. By the second Monday in August, designated Association Representatives will be provided, via e-mail, a complete listing of bargaining unit staff that includes the following:
 - a. First and Last Name
 - b. Start date of employment
 - c. FTE, step, lane placement and corresponding annual salary
 - d. Position & work location
 - e. School email address and Personal email address (when provided by staff member)
 - f. Home/mailling address and phone (cell) number (when provided by staff member)
2. Designated Association Representatives shall be provided via e-mail, the same information detailed in Section A above within thirty (30) calendar days of any new hires of bargaining unit members that occur throughout the year.
3. Termination of employment by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail no later than thirty (30) calendar days after the member's last day of employment.
4. The desired format for the submission of this information is in Microsoft Excel or a comparable spreadsheet program (e.g. Google Sheets).
5. The Association agrees this information satisfies the request of the same information as requested through PERA.

B. Membership Dues

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

C. Payroll Deductions

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

ARTICLE XXII
BENEFITS

A. Underwriting Requirement and Responsibilities

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

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

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

2. Employees recalled by the Board or returning from leave, shall be eligible for Board paid premiums upon completion of appropriate forms. Such coverage shall become effective on the first (1st) day they assume their duties.
3. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
4. The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year and the July and August Board portion of the premiums will be paid by the Board with the exception being staff retiring as of June 30. In this case, benefits will cease as of June 30.
6. The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities, which shall be limited to:
 - a. Timely paying of all premiums.
 - b. Complying with all requirements of the employer required by the carrier and/or underwriter.
 - c. Securing insurance coverage no less than that which is outlined in the certificates of insurance on file in the Business Office as of September 1.
7. To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective.

8. Board paid premium contributions for less than full-time employees shall be prorated on the basis of time stipulated by their individual contracts.
9. Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
10. An open enrollment period for health insurance and the flexible spending accounts described in A.1 of this Article shall be provided annually during the month of November. The effective date for health insurance elections shall be January 1st. The effective date for flexible spending account elections shall be January 1st. All open enrollment elections must be turned in no later than November 30.
11. The Board paid benefits are for all employees and their eligible dependents, as defined by the insurance carrier.
12. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the application insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations.
13. The School Board shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.
14. The Association shall be provided with copies of all insurance policies.
15. Health insurance coverage for all new employees will be effective September 1. For post September 1 new employees, coverage begins on the first day the month after hire. Coverage will remain in effect until termination or retirement from employment for bargaining unit members who leave during the term of this Agreement and until expiration of this Agreement for other employees.
16. Employees working less than full time shall be entitled to a proportionate share of the benefits in accordance with the underwriting rules and regulations. Employees who work less than a full year will, upon resignation or termination, receive the pro rata amount of coverage dependent upon the number of days worked under the contract.
17. Eligible dependents shall be those who qualify as dependents with the Internal Revenue Service and under the provisions of the insurance policy. In no case will the Board pay any health premiums for duplicated coverage already covered by another employer on any spouse or dependents.
18. Employees who have a cost share of their medical, vision, dental, long-term disability or life insurance premiums may use the Flexible Benefits Plan or Cafeteria Plan as further outlined in Article XXII, I. The cafeteria plan shall also permit an employee who elects not to receive Board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this Agreement in Article XXII, G. The additional compensation shall be subject to all required tax withholdings.

B. Insurance

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

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

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

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

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

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

Plan A:

	\$500/1,000 annual deductible, \$20/\$25/\$50 OV, Saver Rx Mail
Life Insurance	\$50,000
Long Term Disability	66.7%, 90 modified fill, \$6,000 max benefit
Delta Dental Plan	100/90/90 \$2,500 Class IV \$2,500 cleaning 2/year
Vision Service Plan	VSP 3 Plus

Plan C:

HSA Plan 1	\$1350/\$2,700 deductible, ABC Rx Mail
Life Insurance	\$50,000
Long Term Disability	66.7%, 90 modified fill, \$6,000 max benefit
Delta Dental Plan	100/90/90 \$2,500 Class IV \$2,500 cleaning 2/year
Vision Service Plan	VSP 3 Plus

Plan D:

HSA Plan 2	\$1350/\$2,700 deductible, 10% Rx ABC Rx Mail
Basic Term Life	\$5,000
Life & Accidental Death & Dismemberment	\$50,000
Long Term Disability	66.7%, 90 modified fill, \$6,000 max benefit
Delta Dental Plan	100/90/90 \$2,500 Class IV \$2,500 cleaning 2/year
Vision Service Plan	VSP 3 Plus

Plan E:

HSA Plan 3	\$2000/\$4,000 deductible, 10% Rx ABC Rx Mail
Life Insurance	\$50,000
Long Term Disability	66.7%, 90 modified fill, \$6,000 max benefit
Delta Dental	100/90/90 \$2,500 Class IV \$2,500 cleaning
Vision Service Plan	VSP 3 Plus

All other non-medical plan benefits described below in this Article shall be fully paid by the Board.

C. Option Package

Employees not electing Plan A, C, D or E benefits shall receive the following Plan B benefits:

Plan B:

Life Insurance	\$50,000
Long Term Disability	66.7%, \$6,000 max benefit
Delta Dental	100/90/90 \$2,500 Class IV \$2,500 cleaning
Vision Service Plan	VSP 3 Plus

Any employee electing to opt out of aforementioned plans A, C, D or E shall annually verify that s/he has health insurance coverage through an alternate source such as a spouse's employer.

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

The amount of additional cash in lieu will be 60% of the single subscriber hard cap rate (based on 1.0 FTE) on health insurance. This amount will be prorated based on the staff FTE (0.6 x SSR x FTE).

D. Insurance Purchasing

The Board may opt to purchase the MESSA Choices II and/or MESSA ABC HSA Plan 1 and/or 2, Life Insurance, Dental Insurance, Long-Term Disability Insurance, Vision Insurance, Option Package as described in this article as part of a MESSA PAK, or may choose to purchase the same group coverages on an ala carte type (individual) basis from MESSA. The Board will evaluate which purchasing option (MESSA PAK or ala carte) is least costly. The Board retains the exclusive right to determine which purchase method is least costly for the school district and, to choose the least costly purchasing method. Additionally, the Board retains the exclusive right to purchase the term life insurance on an ala carte basis from any insurance carrier, and is not limited to purchasing the term life insurance from MESSA. For 2019 and 2020 plan year the district shall purchase MESSA Health Insurance Plans, as specified under article XXII.

E. Flexible Benefits or Cafeteria Plan

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

1. Health, Vision, or Dental Insurance Options

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

2. Medical Spending or Dependent Care Spending Accounts

- a. The cafeteria plan shall also allow eligible employees who are regularly scheduled to work at least 20 hours per week to elect to contribute to a medical spending account on a pre-tax basis to be reimbursed for qualifying medical expenses and/or to contribute to a dependent care spending account on a pre-tax basis to be reimbursed for qualifying dependent care expenses.
- b. Open enrollment for electing the medical spending accounts and the dependent care accounts (participating and setting deduction amounts) shall be in November of each year. Enrollment forms will be available in the Business Office.
- c. Annual elections (deductions) for medical and/or dependent care spending accounts are effective for the period of January 1 through December 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 all unit employees.
- e. Reimbursements will be made through the Benefits Administrator chosen by the school district. The documentation required and method of submitting for reimbursement will be outlined by the Administrator. Reimbursements of at least \$25 will be made, upon approval, within 7-10 working days.

ARTICLE XXIII
SALARY

A. Salary Payment Schedule

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

B. Outside Experience/Credit

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

C. Part-Time Employees

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

D. Tuition

1. Subject to the dollar limitation below, the Board will reimburse each teacher up to \$1,000.00 for up to six (6) credit hour courses for eligible coursework. Eligible shall mean: All courses must be taken from an accredited institution. Credit for travel tours is not acceptable. Payment for courses shall be for those taken on a planned program in education and at a graduate level. Graduate credits, not under a planned program in education, and undergraduate hours will only be reimbursed upon the prior, written approval of the superintendent and is at his/her sole discretion. The total annual tuition reimbursements will not exceed \$25,000.
2. For reimbursement under this provision, proof of payment and a copy of the class grade received (C or better) must be received by the Association by October 1st for classes taken between August 15 (preceding year) and August 14 (current year). Bargaining unit members shall be reimbursed a proportional amount, but not to exceed \$1,000.00 nor for more than six (6) credit hours.

E. Advancement on Salary Schedule

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

1. Be graduate (as opposed to undergraduate) hours, except with the prior, written approval of the superintendent and in his/her sole discretion. In the event an undergraduate course is approved for movement on salary schedules for one (1) employee, such course shall not be deemed to be approved for other employees, unless approved by the superintendent on a case-by-case basis.
2. Be attained subsequent to the attainment of the degree in question, whether Bachelor's or Master's, provided, however, that in the event an employee earned credit hours simultaneous with the attainment of the employee's Master's degree, all such hours simultaneously earned will be credited to the bargaining unit member for salary schedule purposes.
3. Be documented on an official transcript(s) and submitted to the Business Office prior to October 1 with lane changes occurring once each year in October.

4. Nothing herein shall be construed to remove any employee from any schedule already attained.

F. Mileage

In arranging schedules for employees who are assigned to more than one building or are required to use their personal transportation to accomplish school business, the Board will reimburse each employee on the basis of IRS approved rates per mile. Unit members electing reimbursement must submit within two (2) weeks after the end of each semester and will be paid within two (2) pay periods following submission.

G. Salaries

1. 2018-2019

- a. 1.5% C.O.L. increase
- b. Step
- c. Lane change, where applicable (Oct. 1 deadline for transcripts)
- d. Performance-based compensation where applicable (see Article XXIII.H)

2. 2019-2020

- a. 1.0% C.O.L. increase (additional 1.0% increase on schedule 2nd semester if fall 2019 enrollment is 30 FTE higher than budgeted, based on the June 2019-20 adopted budget)
- b. Step
- c. Lane change, where applicable (Oct. 1 deadline for transcripts)
- d. Performance-based compensation where applicable (see Article XXIII.H)

3. 2020-2021

Wage and benefit reopener - parties agree to convene no later than June 2020

H. Performance-Based Compensation

The board shall provide performance-based compensation that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. This shall not alter the current bargaining agreement.

I. Extra Class

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

ARTICLE XXIV
SUBSTITUTES

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

INDEX BASE FOR TEACHER SALARY SCHEDULES

KENOWA HILLS EDUCATION ASSOCIATION
TEACHER SALARY SCHEDULE

2018-19										
Base Salary is \$38,808.34 (BASE*INDEX AT STEP/DEGREE LEVEL = SALARY (Rounded) with exception of Extra Duty which has Base Salary of \$37,760.03										
STEP	BA		BA18		MA		MA15		MA30	
	Index	BA Salary	Index	BA 18 Salary	Index	MA Salary	Index	MA15 Salary	Index	MA30 Salary
1	1	38,808	1.0389	40,318	1.0875	42,204	1.136	44,086	1.1845	45,968
2	1.0146	39,375	1.0584	41,074	1.1118	43,147	1.1603	45,029	1.2137	47,101
3	1.0486	40,694	1.0972	42,580	1.1603	45,029	1.2088	46,911	1.2719	49,360
4	1.0923	42,390	1.1409	44,276	1.2137	47,101	1.2622	48,983	1.335	51,809
5	1.1409	44,276	1.1894	46,158	1.2719	49,360	1.3204	51,242	1.403	54,448
6	1.1894	46,158	1.2379	48,040	1.3301	51,619	1.3787	53,505	1.4709	57,083
7	1.2379	48,040	1.2865	49,926	1.3884	53,881	1.4369	55,763	1.5388	59,718
8	1.2865	49,926	1.335	51,809	1.4466	56,140	1.4952	58,026	1.6068	62,357
9	1.3399	51,999	1.3884	53,881	1.5097	58,588	1.5583	60,475	1.6796	65,182
10	1.3981	54,257	1.4466	56,140	1.577	61,200	1.6262	63,110	1.7573	68,197
11	1.4563	56,516	1.5049	58,402	1.6456	63,862	1.6942	65,749	1.8349	71,209
12	1.4854	57,645	1.534	59,531	1.6796	65,182	1.7281	67,064	1.8737	72,715
13	1.4854	57,645	1.534	59,531	1.6796	65,182	1.7281	67,064	1.8737	72,715
14	1.4854	57,645	1.534	59,531	1.6796	65,182	1.7281	67,064	1.8737	72,715
15	1.4854	57,645	1.534	59,531	1.6796	65,182	1.7281	67,064	1.8737	72,715
16	1.4951	58,022	1.568	60,851	1.7136	66,501	1.7621	68,384	1.9077	74,034
17	1.5048	58,398	1.6019	62,167	1.7475	67,817	1.7961	69,703	1.9417	75,353
18	1.5048	58,398	1.6019	62,167	1.7475	67,817	1.7961	69,703	1.9417	75,353
19	1.5048	58,398	1.6019	62,167	1.7475	67,817	1.7961	69,703	1.9417	75,353
20	1.5048	58,398	1.6019	62,167	1.7475	67,817	1.7961	69,703	1.9417	75,353
21	1.5048	58,398	1.6019	62,167	1.7475	67,817	1.7961	69,703	1.9417	75,353
22	1.5631	60,661	1.6359	63,486	1.7815	69,136	1.8301	71,023	1.9757	76,673
23	1.6213	62,919	1.6699	64,805	1.8155	70,456	1.864	72,338	2.0096	77,989
24	1.6213	62,919	1.6699	64,805	1.8155	70,456	1.864	72,338	2.0096	77,989
25	1.6213	62,919	1.6699	64,805	1.8155	70,456	1.864	72,338	2.0096	77,989
26	1.6213	62,919	1.6699	64,805	1.8155	70,456	1.864	72,338	2.0096	77,989
27	1.6213	62,919	1.6699	64,805	1.8155	70,456	1.864	72,338	2.0096	77,989
28	1.6626	64,522	1.7112	66,408	1.8568	72,059	1.9053	73,941	2.0509	79,591
29 ON	1.7023	66,063	1.7524	68,007	1.898	73,658	1.9465	75,540	2.0921	81,190

INDEX BASE FOR TEACHER SALARY SCHEDULES

KENOWA HILLS EDUCATION ASSOCIATION
TEACHER SALARY SCHEDULE

2019-20										
Base Salary is \$39,196.43 (BASE*INDEX AT STEP/DEGREE LEVEL = SALARY (Rounded) with exception of Extra Duty which has Base Salary of \$38,137.63										
STEP	BA		BA18		MA		MA15		MA30	
	Index	BA Salary	Index	BA 18 Salary	Index	MA Salary	Index	MA15 Salary	Index	MA30 Salary
1	1	39,196	1.0389	40,721	1.0875	42,626	1.136	44,527	1.1845	46,428
2	1.0146	39,768	1.0584	41,485	1.1118	43,578	1.1603	45,479	1.2137	47,572
3	1.0486	41,101	1.0972	43,006	1.1603	45,479	1.2088	47,380	1.2719	49,853
4	1.0923	42,814	1.1409	44,719	1.2137	47,572	1.2622	49,473	1.335	52,327
5	1.1409	44,719	1.1894	46,620	1.2719	49,853	1.3204	51,754	1.403	54,992
6	1.1894	46,620	1.2379	48,521	1.3301	52,135	1.3787	54,040	1.4709	57,653
7	1.2379	48,521	1.2865	50,426	1.3884	54,420	1.4369	56,321	1.5388	60,315
8	1.2865	50,426	1.335	52,327	1.4466	56,701	1.4952	58,606	1.6068	62,980
9	1.3399	52,519	1.3884	54,420	1.5097	59,174	1.5583	61,079	1.6796	65,834
10	1.3981	54,800	1.4466	56,701	1.577	61,812	1.6262	63,741	1.7573	68,879
11	1.4563	57,081	1.5049	58,986	1.6456	64,501	1.6942	66,406	1.8349	71,921
12	1.4854	58,222	1.534	60,127	1.6796	65,834	1.7281	67,735	1.8737	73,442
13	1.4854	58,222	1.534	60,127	1.6796	65,834	1.7281	67,735	1.8737	73,442
14	1.4854	58,222	1.534	60,127	1.6796	65,834	1.7281	67,735	1.8737	73,442
15	1.4854	58,222	1.534	60,127	1.6796	65,834	1.7281	67,735	1.8737	73,442
16	1.4951	58,602	1.568	61,459	1.7136	67,166	1.7621	69,067	1.9077	74,774
17	1.5048	58,982	1.6019	62,788	1.7475	68,495	1.7961	70,400	1.9417	76,107
18	1.5048	58,982	1.6019	62,788	1.7475	68,495	1.7961	70,400	1.9417	76,107
19	1.5048	58,982	1.6019	62,788	1.7475	68,495	1.7961	70,400	1.9417	76,107
20	1.5048	58,982	1.6019	62,788	1.7475	68,495	1.7961	70,400	1.9417	76,107
21	1.5048	58,982	1.6019	62,788	1.7475	68,495	1.7961	70,400	1.9417	76,107
22	1.5631	61,267	1.6359	64,121	1.7815	69,828	1.8301	71,733	1.9757	77,440
23	1.6213	63,548	1.6699	65,453	1.8155	71,160	1.864	73,061	2.0096	78,768
24	1.6213	63,548	1.6699	65,453	1.8155	71,160	1.864	73,061	2.0096	78,768
25	1.6213	63,548	1.6699	65,453	1.8155	71,160	1.864	73,061	2.0096	78,768
26	1.6213	63,548	1.6699	65,453	1.8155	71,160	1.864	73,061	2.0096	78,768
27	1.6213	63,548	1.6699	65,453	1.8155	71,160	1.864	73,061	2.0096	78,768
28	1.6626	65,167	1.7112	67,072	1.8568	72,779	1.9053	74,680	2.0509	80,387
29 ON	1.7023	66,723	1.7524	68,687	1.898	74,394	1.9465	76,295	2.0921	82,002

**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

**KENOWA HILLS PUBLIC SCHOOLS
2018-19 CALENDAR**

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

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

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

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

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

***** June 10-14, 2019 shall be reserved for make-up days in the event additional days must be added to the calendar as a result of school cancellations that exceed the State allotment.

Sick Bank Guidelines

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

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

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

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

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

An employee may choose to repay more than two (2) days per year provided the employee has a minimum of 12 days left in his/her personal sick/personal time account. It is the employee's responsibility to notify the District and Association of the intent to repay the bank more than 2 days.

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

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

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

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

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

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

Sick Bank Request Form

Name: _____ Building: _____

Personal Phone Number : _____

Anticipated date(s) of absence _____ to _____

Anticipated total number of days needed _____

Reason for Absence (circle) Personal Illness Family Illness

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

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

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

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

Additional Comments/Concerns:

Employee Signature _____ Date _____

_____ **Official Use Only** _____

Date Received by Association: _____ Approved: _____ Denied: _____

Signature of Association President _____

Date received by Business Office _____

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

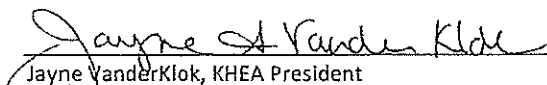
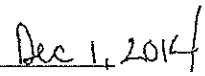
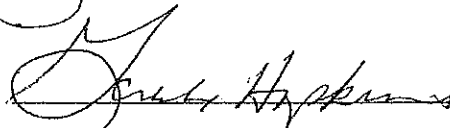
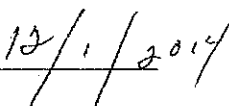
Re: 1% Increase into 403(b) Tax-Sheltered Annuity Plan for the 2010-2011 Year

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

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

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

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

 Jayne VanderKlok, KHEA President	 Date
 Gerald Hopkins, Kenowa Hills Public Schools	 Date

FMLA Notification of Rights and Responsibilities

EMPLOYEE RIGHTS

UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

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

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

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

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

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

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

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

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

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

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

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

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

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

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

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

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

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

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



For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

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



APPENDIX G

Notification of a Crime

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