Kenowa Hills Public Schools
VALUE. SUPPORT. EMPOWER.

MASTER CONTRACT

August 16, 2024
through
August 15, 2026

BETWEEN

KENOWA HILLS
BOARD OF EDUCATION

AND

KENOWA HILLS
EDUCATION ASSOCIATION

AND

KENT COUNTY EDUCATION ASSOCIATION

KENOWA HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

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DEFINITIONS

This Agreement is entered into the 12th day of August, 2024, 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, 2024 and continues in effect until the 15th day of August, 2026. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

KENT COUNTY EDUCATION ASSOCIATION

by: _____
B2E27AABADFFC1FE8A40B1EFABCD2977
Kent County Education Association

by: Jayne A VanderKlok
Jayne VanderKlok, President
Kenowa Hills Education Association

KENOWA HILLS BOARD OF EDUCATION

by: _____
Erin LaBotz, President

by: _____
Melissa Courtade, 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. Certified staff who have retired through the Office of Retirement Services are recognized as part of the KHEA bargaining unit if they are employed by Kenowa Hills and are completing bargaining unit work.

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 their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of their age, race, religion, color, national origin, sex, sexual orientation, gender identity or gender expression, disability, 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 benefits 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 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/Grade Level Chairpersons

The duties of the chairperson/grade level will include handling budgetary matters for the department/grade level, initiating and coordinating curriculum improvements, initiating and coordinating textbook and materials selection and ordering new and replacement materials for department/grade level classes. Said positions will be reposted by the District on an annual basis. The Employee currently holding the position shall be notified in advance of the posting. Further, an employee returning to the position within a two (2) year window 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

2024-25: 181 days of instruction — 183 days for unit employees
2024-24: Subject to bargaining

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 and be present at designated supervisory areas 15 minutes prior to student start and are dismissed 10 minutes after student dismissal. Designated supervisory areas shall be determined by building administration.

B. Elementary Day — Unit employees must report and be present at designated supervisory areas 15 minutes prior to student start and dismissed 10 minutes after Student dismissal. Designated supervisory areas shall be determined by building administration.

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, flex days will be worked out between staff members and their supervisor.

Given the nature of the work performed by counselors, they will be expected to work prior and beyond the contracted number of days, starting before the school year and continuing after the school year concludes. Counselors may flex the number of days worked during the school year based on the number of days they work beyond the school calendar or they may choose to collect extra compensation at the Counselor Summer Rate. At a minimum, counselors are required to be present during registration prior to the beginning of the school year. Counselors must be physically present in the building to qualify for flex days or compensation at the Counselor Summer Rate. All guidelines regarding leave days (Article XI) must be followed.

E. Staff Meetings and Professional Development

All unit employees agree to remain after the contractual day an additional (3) three hours per month maximum for building meetings, when those meetings are scheduled by the administration. A calendar of meeting dates will be provided no later than the first day staff reports in the new school year. No meeting will exceed 1 ½ hours and will not exceed one - 1 1/2 hour meeting per trimester. There will be no Friday meetings except in emergencies. 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.

Attending staff meetings and professional development is important. Certified staff will be required to implement content provided at staff meetings and district provided professional development. Certified staff, not on an approved leave of absence or required to attend another district sponsored activity, who miss more than two (2) staff meeting(s) will be deducted a ½ day from their leave balance for each missed staff meeting. Certified staff who miss district provided professional development will be deducted leave time.

F. Parent-Teacher Conferences

The schedule for Fall and Spring Parent-Teacher conferences have been mutually agreed upon by the Administration and the Association. All unit members must participate in Parent-Teacher Conferences and shall stay during the contractual schedule of conferences.

Unit members who miss conferences for any reason must reschedule conferences, providing building administration with the rescheduled conference date/time. The rescheduled conference time does not have to be a consecutive block of time but should be completed within 10 school days of the absence. Rescheduled conferences can be held virtually, by phone, email, or in person. For safety purposes, certified staff should not hold in-person conferences when alone in the building.

In extraordinary situations where conferences cannot be rescheduled, leave time must be taken in accordance with provisions contained within this agreement.

G. Attendance at School Functions

Unit employees are required to attend Open House. High School certified staff are required to also attend Commencement in lieu of the ½ day scheduled Parent/Teacher Conferences in the spring.

H. 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.

I. Elementary Lunch

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

J. 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.

K. Elementary Preparation Time

Elementary teachers in grades Kindergarten through fifth shall have 225 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 full time Specialists and Special Education classroom teachers will receive 225 minutes of planning per week within the framework of the instructional day. Planning time for part time certified staff will be prorated based on FTE. The instructional day schedules are noted under Article VII, A and B.

L. Secondary Preparation Time

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

M. Use of Preparation Time

Planning time referred to in this contract shall be used for classroom preparation and parental, student, and staff consultations. Principals may also use two (2) preparation periods per month for the use of PLC Team Meetings. Teachers attending more than four (4) IEPs, 504s or Child Study Team meetings a month during planning time shall be compensated with compensatory time.

N. 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. Compensation:	Elementary	$17.50 per ½ hour
	Middle School	$35.00 per hour
	High School.	$35.00 per hour

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 Team Meetings, 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.

O. Extra Duties During Contractual Instructional Time

1. In the event that substitute teachers are not available, certified staff will be compensated at a rate of $1 per additional student per hour or at a rate of $5 per additional student per day for providing instruction during contractual instructional time (non-planning time) outside of, and/or in addition to, normal instructional duties. These scenarios include:
   a. Absorbing students from another staff member's class in addition to performing regular duties
   b. Teaching a class instead of performing regular duties
   c. Instructing two general education classes at once, such as combining elementary specials or team-taught classes
2. Certified staff will be responsible for recording the additional students on an Extra Compensation document and submit the document to the business office within 2 weeks of the end of each trimester/semester.
3. The document for recording overload numbers will be emailed to staff within the first week of each semester/trimester, in addition to being posted on the KHPS staff resources web page.

P. Professional Rate

Certified staff will be compensated at the professional rate for duties approved by the building
administrator and/or superintendent for work performed outside of the contractual day or the regular school calendar. These duties may include, but are not limited to: after school programs, district provided professional development, homebound tutoring, attendance at professional conferences, and/or curriculum work.

a. Hourly Professional Rate: $30.00
b. Half Day Professional Rate: $90.00
c. Full Day Professional Rate: $180.00

Compensation rates for each category identified above can be found in Schedule A-3.

Supervising students and/or providing instruction during planning time falls under Prep Time Compensation.

Q. 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. A Specials Representative from each building will be included in the planning of specials schedules prior to the start of each school year.

4. Planning time sections for specialist teachers must be at least 20 minutes in duration.

5. A minimum of five (5) minutes will be provided between elementary specials classes, whenever feasible, to allow staff to transition between classes.

6. Elementary specialists' end of year report card grades are due by noon on the day prior to the last day of the school year.

R. 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.

S. Substitute Lesson Plans

It is the obligation of the teacher to have written lesson plans for a substitute prior to the substitute's arMaster/Mentor Teacher

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

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

Applicants shall be tenured. The Mentor 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 Mentor Teacher and the teacher assigned to him/her shall have the same preparation period where applicable.

T. 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

Grade K-Knights	20 students
Grade Kindergarten	24 students
Grades 1 & 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 6-12	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, grades K/Knight-5 self-contained teachers shall receive either ten dollars ($10) 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, the teacher shall receive either two dollars ($2) per student per section above the class cap of 32, or at the teacher's option a paraprofessional will be assigned to the section.

Resource room teachers and other certified staff who exceed their special education caseloads according to KISD guidelines, shall be compensated two dollars ($2) per hour per student each day the overload exists.

4. Secondary Remedy for Excess

Secondary (6-12) teachers shall be compensated $2.00 per student per day in classes where the overload exists.

Self-Contained secondary teachers shall receive ten dollars ($10) 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. The document for recording overload numbers will be emailed to staff within the first week of each semester/trimester, in addition to being posted on the KHPS staff resources web page. Teachers electing compensation for class size overload must complete and submit the document 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 after each semester. Notification must be put in writing to the building principal at least 2 weeks prior to the end of each 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.

Grades	Sizes
K-Knights	26
Kindergarten	30
Grades 1-2	32
Grades 3-12	34

C. Split Grades

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

D. Teacher Paraprofessionals (Aides)

Teacher paraprofessionals 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 in partnership with building administration.

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 and building psychologist 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. Bereavement Leave

1. A maximum of five (5) days can be used for bereavement. Additional bereavement beyond five (5) days must be approved by the Superintendent.

2. The district will provide up to three (3) paid time off (PTO) bereavement days for the death of a spouse, child, step-child, parent, step-parent, mother/father-in-law, grandparent, grandchild or sibling. These days will not be deducted from the employee's sick day balance and need to be used consecutively. Bereavement days in excess of three (3) total days during a school year will be deducted from the employee's personal sick day balance.

C. Medical Appointments

Personal illness, child 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 or a child's illness qualify for sick leave.

D. 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.

E. 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.

F. Notice of Use

In order to qualify for leave, each certified staff member must give notification by posting the absence in the Human Resources management system (Red Rover) by 6:30 a.m. and, if expected by building protocol, notifying building administrative assistant(s). Staff members who do not require a substitute are still required to enter absences into the HR management system by 6:30 am.

G. Substitutes

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

H. Half Day/Full Day Deductions

Teachers who leave during the instructional day because of illness that have worked at least one period or one (1) 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.

I. 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.

J. Sick Leave Bank

1. Certified staff recognized under this bargaining agreement may borrow sick leave days from a common bank 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. Each new employee will contribute two (2) days of 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 accumulated 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.

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

K. 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 employment with the Kenowa Hills Public Schools, shall be entitled to the following early retirement benefits:

1-250 days accumulated	$50 per day

For the 2024-25 school year, employees with more than 250 accumulated sick days may choose between the previous sick day payout amounts from the previous contract or the rate of $50 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 or health savings account (HSA). 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 or HSA 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 or HAS 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. Certified staff will have seven calendar (7) days to rescind the notification. After seven (7) calendar days, the notification is binding. Those who notify the District of their intent to retire at the end of the school year will be compensated as follows when notified by the following dates:

January 31st:	$1,500
February 28th:	$1000
March 31st:	$750

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." FMLA leave is job-protected, ensuring the employee's position is maintained or an equivalent position is provided upon return.

1. Maternity/Paternity Leave

Unit members can take up to six (6) weeks of paid leave for the birth of a child. Up to eight (8) weeks of paid maternity leave can be used following a cesarean section. Paid leave runs concurrently with FMLA leave. Employees on maternity leave must provide a fitness for duty statement from their attending physician.

The district will provide ten (10) paid time off (PTO) days for each leave. These days will not be deducted from the employee's sick day balance and do not need to be used consecutively. For summer births, the ten (10) PTO days may be used within the first thirty (30) days of the next school year. The remaining portion of the paid leave is deducted from the employee's sick leave bank or otherwise taken as unpaid leave.

Unit members who do not qualify for leave under the Family and Medical Leave Act (FMLA) may take leave without pay or benefits once sick day leave has been exhausted.

Notification to the superintendent's office with approval must be made prior to leave use.

2. Adoption or Foster Care Placement Leave

Unit members can take up to six (6) weeks of paid leave for the adoption of a child, or the placement of a child for foster care within the regulations of FMLA. This time may be used before and after the date of the adoption/foster care to bond with the child. Leave must be taken within one year of the child's placement. This time does not have to be used consecutively. The district will provide ten (10) paid time off (PTO) days for each adoption leave. These days will not be deducted from the employee's sick day balance and do not need to be used consecutively. For summer adoptions/placements, the ten (10) PTO days may be used within the first thirty (30) days of the next school year. The remaining portion of the paid leave is deducted from the employee's sick leave bank or otherwise taken as unpaid leave.

Unit members who do not qualify for leave under the Family and Medical Leave Act (FMLA) may take leave without pay or benefits once sick day leave has been exhausted.

Notification to the superintendent's office with approval must be made prior to leave use.

The District may request proof from the adoption agency for district files.

D. Family Care Leave

Family care leave that exceeds 12 weeks 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. Leave period shall be without pay or benefits.

2. Leave shall only apply to a spouse, child (biological or adoptive, foster care, or a step-child residing in the bargaining unit member's household), parent or family member for whom the employee is responsible.

3. 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.

4. In the event of the death of the family member, the leave may be immediately terminated, upon written request of the bargaining unit member.

5. Notification to the superintendent's office with approval must be made prior to leave use.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 prorate 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. Seniority order will be determined by the last 4 digits of the employees' social security numbers, Seniority placement will be listed in chronological order with the lowest social security numbers having the highest seniority.

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 - 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 procedures communicated to all employees at the beginning of each school year and as modifications are made to Seclusion procedures.

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 has an overall rating of "needing support" 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 with the exception grievances specific to assignments, discipline and layoff/recall, of which the arbitrator has no ruling jurisdiction. 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 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. Contract Adjustments

A contract can be adjusted when the individual is unable to fulfill the terms of the contract due to a leave of absence, termination or if a replacement is needed.

G. Signing of Contracts

Contracts for extra duties will be administered to employees within ten (10) business days of the start of the assignment. It is the intent of the Board that no extra duty activity will begin until a contract is signed.

H. Adding Extra Duty Positions

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

I. 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.

J. SCHEDULES 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 the noted percentage of BA/Step 1. Year-long extra duty stipends from Schedule A-1: Academics and Organizations will be paid on the first pay period in June.

SCHEDULE A-1: Academics and Organizations

Position	**Step 1**	**Step 2**	**Step 3**
Academic Competition Advisor *	Up to $1,000	Up to $1,000	Up to $1,000
Unified Sports Head Coach **	3.5%	4.0%	4.5%
Unified Sports Asst. Coach(es) **	2.0%	2.5%	3.0%
Camp Director (6th Grade)	2.0%	2.5%	3.0%
Club Advisor ***	Up to $500	Up to $500	Up to $500

Position	Step 1	Step 2	Step 3
Class Sponsor, Senior Class	3.5%	4.0%	4.5%
Class Sponsor, Junior Class	3.0%	3.5%	4.0%
Class Sponsor, Sophomore or Freshman Class	2.0%	2.5%	3.0%
Department Head/Grade Level Chair	6.0%	7.0%	8.0%
Debate	5.5%	6.0%	7.5%
Forensics	4.0%	4.5%	5.0%
Mock Trials	4.0%	4.5%	5.0%
Lancer Paper	3.5%	4.0%	4.5%
Mentor Teacher - Year 1	3.0%	3.0%	3.0%
Mentor Teacher - Year 2	1.5%	1.5%	1.5%
National Honor Society	3.0%	3.5%	4.0%
School Improvement Chair	6.0%	7.0%	8.0%
School Store HS (if not a class)	11.0%	11.5%	12.0%
School Store HS (if a class)	7.0%	7.5%	8.0%
Student Council HS	6.0%	7.0%	8.0%
Student Council MS	4.5%	5.0%	5.5%
Yearbook HS Advisor (if not a class)	11.0%	11.5%	12.0%
Yearbook HS Advisor (if a class)	7.0%	7.5%	8.0%
Yearbook MS Advisor	2.0%	2.5%	3.0%
CPI Instructor	3.0%	3.5%	4.0%

*Buildings will receive $3.50 per student FTE each school year for stipends up to $1,000 for Academic Competition Advisor roles 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 competition season.

**Number of coaches match the number of self-contained classrooms that are participating in the building (e.g. 1 Head Coach + 2 Asst. Coaches in 2024)

***Buildings will receive $3.50 per student FTE each school year for stipends up to $500 for Club Advisor roles 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 first or second semester depending on the length of the club.

SCHEDULE A-2: Performing Arts

Position	Step 1	Step 2	Step 3
Band Director (Head)	14.0%	15.0%	16.0%
Band Director (Assistant)	12.0%	13.0%	14.0%
Percussion Director	2.0%	2.5%	3.0%
Color Guard Director	2.0%	2.5%	3.0%
Orchestra (Grades 5-12)	9.0%	9.5%	10.0%
Theater, Fall Production, Stage Director	3.5%	4.5%	5.5%
Theater, Spring Production, Stage Director	6.0%	7.0%	8.0%
Theater, Spring Production, Instrumental Music Director	3.0%	3.2%	3.4%
Theater, Spring Production, Vocal Music Director	3.0%	3.2%	3.4%
Vocal Music Director, 1-50 students	1.0%	1.5%	2.0%
Vocal Music Director, 51-100 students	1.5%	2%	2.5%
Vocal Music Director, 101+ students	2.0%	2.5%	3.0%

- Each elementary school has one performance each year.
- Secondary may have up to 3 vocal music performances per school year.

SCHEDULE A-3: Certified Staff Hourly Rates (Time Card Required)

Position	Rate		
Comp Time (for Subbing on Prep Time)	$35/hr		
Counselor Summer Work	$30/hr	$90 half day	$180 full day
Professional Rate	$30/hr	$90 half day	$180 full day
Mentor Teacher - Year 3 (+ additional years where approved)	$30/hr		
Speech & Language Pathologist Certification	$250/year		

Schedule B - Athletics

PAY OPTIONS AS FOLLOWS:

1. One lump sum payment at the end of the season taxed separately from regular pay
2. One lump sum payment at the end of the season taxed with regular salary

Categories Levels	**High School Sports** The number of athletic teams and coaching positions will be determined yearly, and based on the number of athletes participating in a given sport.
Category 1 Sports	**Starting Salaries**
Basketball **Football** **Volleyball**	Varsity Head 13.5% Varsity Assistant 9.5% Junior Varsity Head 10.5% Junior Varsity Assistant 8.5% Freshman Head 10.0% Freshman Assistant 8.0%
Category 2 Sports	**Starting Salaries**
Gymnastics **Hockey** **Wrestling**	Varsity Head 13.0% Varsity Assistant 8.0% JV Head Coach 10.0% Auxiliary Coach 3.5%
Category 3 Sports	**Starting Salaries**
Baseball, Lacrosse, Soccer, Softball **Track & Field**	Varsity Head 11.0% Varsity Assistant 5.5% Junior Varsity Head 9.0% Freshman Head 8.0%

<table>
<tr><td>Categories
Levels</td><td>High School Sports
(Continued)

The number of athletic teams and coaching positions will be determined yearly, and based on the number of athletes participating in a given sport.</td></tr>
<tr><td>Category 4
Sports</td><td>Starting Salaries</td></tr>
<tr><td>Bowling,
Cheer (Winter),
Cross Country,
Golf,
Tennis</td><td><table><tr><td>Varsity Head</td><td>8.5%</td></tr><tr><td>Junior Varsity Head</td><td>5.5%</td></tr><tr><td>Varsity Assistant</td><td>4.5%</td></tr><tr><td>Auxiliary Coach</td><td>3.5%</td></tr></table></td></tr>
<tr><td>Category 5
Sports</td><td>Starting Salaries</td></tr>
<tr><td>Dance
(Winter)</td><td><table><tr><td>Varsity Head</td><td>5.5%</td></tr><tr><td>Varsity Assistant</td><td>4.0%</td></tr></table></td></tr>
<tr><td>Category 6
Sports</td><td>Starting Salaries</td></tr>
<tr><td>Cheer
(Fall)
Dance
(Fall)</td><td><table><tr><td>Varsity Head</td><td>5.0%</td></tr><tr><td>Varsity Assistant</td><td>3.5%</td></tr></table></td></tr>
<tr><td>Miscellaneous</td><td>Starting Salaries</td></tr>
<tr><td>Athletic Photographer
Game Manager</td><td><table><tr><td>Athletic Photographer</td><td>$20/hour</td></tr><tr><td>Game Manager (by season)</td><td>3.0%</td></tr></table></td></tr>
</table>

High School Positions	Category	Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Photographer - High School	**Misc**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**
Game Manager (by season)	**Misc**	**$20/hr**	**$20/hr**	**$20/hr**	**$20/hr**	**$20/hr**
Baseball Varsity Head Coach	**3**	**11.0%**	**11.5%**	**12.0%**	**12.5%**	**13.0%**
Baseball Varsity Assistant Coach	3	5.5%	6.0%	6.5%	7.0%	7.5%
Baseball JV Head Coach	3	9.0%	9.5%	10.0%	10.5%	11.0%
Baseball Freshman Head Coach	3	8.0%	8.5%	9.0%	9.5%	10.0%
Basketball Varsity Head Coach - Boys or Girls	**1**	**13.5%**	**14.375%**	**15.25%**	**16.125%**	**17.0%**
Basketball Varsity Assistant Coach - Boys or Girls	1	9.5%	10.0%	10.5%	11.0%	11.5%
Basketball JV Head Coach - Boys or Girls	1	10.5%	11.0%	11.5%	12.0%	12.5%
Basketball Freshman Head Coach - Boys or Girls	1	10.0%	10.5%	11.0%	11.5%	12.0%
Bowling Varsity Head Coach - Boys or Girls	**4**	**8.5%**	**9.0%**	**9.5%**	**10.0%**	**10.5%**
Bowling Auxiliary Coach - Boys or Girls	4	3.5%	4.0%	4.5%	5.0%	5.5%
Cheer Varsity Head Coach - Fall	**6**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**
Cheer Varsity Assistant Coach - Fall	6	3.5%	4.0%	4.5%	5.0%	5.5%
Cheer Varsity Head Coach - Winter	**4**	**8.5%**	**9.0%**	**9.5%**	**10.0%**	**10.5%**
Cheer Varsity Assistant Coach - Winter	4	5.5%	6.0%	6.5%	7.0%	7.5%
Cross Country Head Coach - Boys & Girls	**4**	**8.5%**	**9.0%**	**9.5%**	**10.0%**	**10.5%**
Cross Country Assistant Coach - Boys & Girls	4	5.5%	6.0%	6.5%	7.0%	7.5%
Dance Varsity Head Coach - Fall	**6**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**
Dance Varsity Assistant Coach - Fall	6	3.5%	4.0%	4.5%	5.0%	5.5%
Dance Varsity Head Coach - Winter	**5**	**5.5%**	**6.0%**	**6.5%**	**7.0%**	**7.5%**

High School Positions, Continued	Category	Step 1	Step 2	Step 3	Step 4	Step 5
Dance Varsity Assistant Coach - Winter	5	4.0%	4.5%	5.0%	5.5%	6.0%
Football Varsity Head Coach	**1**	**13.5%**	**14.375%**	**15.25%**	**16.125%**	**17.0%**
Football Varsity Assistant Coach 1	1	9.5%	10.0%	10.5%	11.0%	11.5%
Football Varsity Assistant Coach 2	1	9.5%	10.0%	10.5%	11.0%	11.5%
Football Varsity Assistant Coach 3	1	9.5%	10.0%	10.5%	11.0%	11.5%
Football JV Head Coach	1	10.5%	11.0%	11.5%	12.0%	12.5%
Football JV Assistant Coach 1	1	8.5%	9.0%	9.5%	10.0%	10.5%
Football JV Assistant Coach 2	1	8.5%	9.0%	9.5%	10.0%	10.5%
Football Freshman Head Coach	1	10.0%	10.5%	11.0%	11.5%	12.0%
Football Freshman Assistant Coach 1	1	8.0%	8.5%	9.0%	9.5%	10.0%
Football Freshman Assistant Coach 2	1	8.0%	8.5%	9.0%	9.5%	10.0%
Golf Varsity Head Coach - Boys or Girls	**4**	**8.5%**	**9.0%**	**9.5%**	**10.0%**	**10.5%**
Golf JV Head Coach - Boys or Girls	4	5.5%	6.0%	6.5%	7.0%	7.5%
Gymnastics Varsity Head Coach	**2**	**13.0%**	**13.5%**	**14.0%**	**14.5%**	**15.0%**
Gymnastics Auxiliary Coach	2	3.5%	4.0%	4.5%	5.0%	5.5%
Hockey Varsity Head Coach	**2**	**13.0%**	**13.5%**	**14.0%**	**14.5%**	**15.0%**
Hockey Varsity Assistant Coach	2	8.0%	8.5%	9.0%	9.5%	10.0%
Lacrosse Varsity Head Coach - Boys	**3**	**11.0%**	**11.5%**	**12.0%**	**12.5%**	**13.0%**
Lacrosse Varsity Assistant Coach - Boys	3	5.5%	6.0%	6.5%	7.0%	7.5%
Lacrosse JV Head Coach - Boys	3	9.0%	9.5%	10.0%	10.5%	11.0%
Soccer Varsity Head Coach - Boys or Girls	**3**	**11.0%**	**11.5%**	**12.0%**	**12.5%**	**13.0%**
Soccer Varsity Assistant Coach – Boys or Girls	3	5.5%	6.0%	6.5%	7.0%	7.5%

High School Positions Continued	Category	Step 1	Step 2	Step 3	Step 4	Step 5
Soccer JV Head Coach - Boys or Girls	3	9.0%	9.5%	10.0%	10.5%	11.0%
Softball Varsity Head Coach	**3**	**11.0%**	**11.5%**	**12.0%**	**12.5%**	**13.0%**
Softball Varsity Assistant Coach	3	5.5%	6.0%	6.5%	7.0%	7.5%
Softball JV Head Coach	3	9.0%	9.5%	10.0%	10.5%	11.0%
Tennis Varsity Head Coach - Boys or Girls	**4**	**8.5%**	**9.0%**	**9.5%**	**10.0%**	**10.5%**
Tennis JV Head Coach - Boys or Girls	4	5.5%	6.0%	6.5%	7.0%	7.5%
Track & Field Varsity Head Coach - Boys or Girls	**3**	**11.0%**	**11.5%**	**12.0%**	**12.5%**	**13.0%**
Track & Field Varsity Assistant Coach - Boys or Girls	3	7.5%	8.0%	8.5%	9.0%	9.5%
Volleyball Varsity Head Coach	**1**	**13.5%**	**14.375%**	**15.25%**	**16.125%**	**17.0%**
Volleyball Varsity Assistant Coach	1	9.5%	10.0%	10.5%	11.0%	11.5%
Volleyball JV Head Coach	1	10.5%	11.0%	11.5%	12.0%	12.5%
Volleyball Freshman Head Coach	1	10.0%	10.5%	11.0%	11.5%	12.0%
Wrestling Varsity Head Coach – Boys or Girls	**2**	**13.0%**	**13.5%**	**14.0%**	**14.5%**	**15.0%**
Wrestling Varsity Assistant Coach	2	8.0%	8.5%	9.0%	9.5%	10.0%
Wrestling JV Head Coach	2	10.0%	10.5%	11.0%	11.5%	12.0%

<table>
<tr><td>Categories Levels</td><td colspan="2">Middle School
Sports
The number of athletic teams and coaching positions will be determined yearly, and based on the number of athletes participating in a given sport.</td></tr>
<tr><td>Category 1 Sports</td><td colspan="2">Starting Salaries</td></tr>
<tr><td>Basketball
Football
Volleyball</td><td>Head Coach</td><td>5.5%</td></tr>
<tr><td>Category 2 Sports</td><td colspan="2">Starting Salaries</td></tr>
<tr><td>Cross Country
Lacrosse
Softball
Track & Field
Wrestling</td><td colspan="2"><table><tr><td>Head Coach</td><td>5.0%</td></tr><tr><td>Assistant Coach</td><td>4.0%</td></tr></table></td></tr>
<tr><td>Category 3 Sports</td><td colspan="2">Starting Salaries</td></tr>
<tr><td>Cheer (Winter)
Dance (Winter)
Tennis</td><td>Head Coach</td><td>3.0%</td></tr>
</table>

Middle School Positions	Category	Step 1	Step 2	Step 3	Step 4	Step 5
Basketball 7th Head Coach - Boys or Girls	**1**	**5.5%**	**6.0%**	**6.5%**	**7.0%**	**7.5%**
Basketball 8th Head Coach - Boys or Girls	**1**	**5.5%**	**6.0%**	**6.5%**	**7.0%**	**7.5%**
Cheer Head Coach - Winter	**3**	**3.0%**	**3.5%**	**4.0%**	**4.5%**	**5.0%**
Cross Country Head Coach - Boys & Girls	**2**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**
Dance Head Coach - Winter	**3**	**3.0%**	**3.5%**	**4.0%**	**4.5%**	**5.0%**
Football Head Coach	**1**	**5.5%**	**6.0%**	**6.5%**	**7.0%**	**7.5%**
Football Assistant Coach	1	4.5%	5.0%	5.5%	6.0%	6.5%
Lacrosse Head Coach - Boys	**2**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**
Softball Head Coach	**2**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**
Softball Assistant Coach	2	4.0%	4.5%	5.0%	5.5%	6.0%
Tennis Head Coach - Boys & Girls	**3**	**3.0%**	**3.5%**	**4.0%**	**4.5%**	**5.0%**
Track Head Coach - Boys or Girls	**2**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**
Track Assistant Coach - Boys and Girls	2	4.0%	4.5%	5.0%	5.5%	6.0%
Volleyball 7th Head Coach	**1**	**5.5%**	**6.0%**	**6.5%**	**7.0%**	**7.5%**
Volleyball 8th Head Coach	**1**	**5.5%**	**6.0%**	**6.5%**	**7.0%**	**7.5%**
Wrestling Head Coach	**2**	**5.0%**	**5.5%**	**6.0%**	**6.5%**	**7.0%**

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/mailing 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 amount toward the total cost of the below Medical plan designs, which is inclusive of medical premium and a Health Savings Account (HSA) funding described below for each plan year. This employer paid amount shall be $21,049.85 for full family, $16,141.28 for two-person and $7,718.26 for single person coverage during the 2025 calendar.

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 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 Board will fully fund all non-health (ancillary) insurance benefits.

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

Plan A:

Choices (AQ)	$500/1,000 annual deductible, $20/20/25/50 OV, Saver Rx 3 Tier Mail
Life Insurance	$50,000 $75,000 (+$2.25 per employee)
Long Term Disability	66.7%, 90 modified fill, $6,000 max benefit, Mental/Nervous Same as any other Illness, SS Offset Primary (+$2.56 per employee)
AD&D	$50,000 $75,000 Volume, $9,800,000 $14,700,00 Total Volume (+$0.75 per employee)
Delta Dental Plan	100/90100/90, Annual Max $2,500 $4000, Class IV $2,500 Lifetime Max-UCR, 2 cleanings, sealants (S +$4.61, 2P +$9.44, F +$26.19)
2/year Vision Service Plan	VSP 3 Plus P 250CL (S -$0.18, 2P -$0.38, F -$0.63)

Plan C:

HSA Plan 1 ABC (7V)	$1350/$2,700 $1600/$3200 deductible, 0% coinsurance, ABC Rx
Life Insurance	$50,000 $75,000 (+$2.25 per employee)
Long Term Disability	66.7%, 90 modified fill, $6,000 max benefit, Mental/Nervous Same as any other Illness, SS Offset Primary (+$2.56 per employee)
AD&D	$50,000 $75,000 Volume, $9,800,000 $14,700,00 Total Volume (+$0.75 per employee)
Delta Dental Plan	100/90100/90, Annual Max $2,500 $4000, Class IV $2,500 Lifetime Max-UCR, 2 cleanings, sealants (S +$4.61, 2P +$9.44, F +$26.19)
2/year Vision Service Plan	VSP 3 Plus P 250CL (S -0.18, 2P -0.38, F -0.63)

Plan D:

HSA Plan 2: Balance + (ED)	$1350/$2,700 $1600/$3200 deductible, 20% coinsurance, Copay $10/$10/$20 TH/MH/PC, Copay $25/$50/$50/$200 OV/SV/UC/ER, ABC Mail Balance+ Rx, Supplemental plans-accident/critical illness, hospital indemnity
Life Insurance	$50,000 $75,000 (+$2.25 per employee)
Long Term Disability	66.7%, 90 modified fill, $6,000 max benefit, Mental/Nervous Same as any other Illness, SS Offset Primary (+$2.56 per employee)
AD&D	$50,000 $75,000 Volume, $9,800,000 $14,700,000 Total Volume (+$0.75 per employee)
Delta Dental Plan	100/90100/90, Annual Max $2,500 $4000, Class IV $2,500 Lifetime Max-UCR, 2 cleanings, sealants (S +$4.61, 2P +$9.44, F +$26.19)
2/year Vision Service Plan	VSP 3 Plus P 250CL (S -0.18, 2P -0.38, F -0.63)

Plan E:

HSA Plan 3: ABC Plan 2(9G)	$2000/$4,000 deductible, 10% Rx ABC Rx Mail
Life Insurance	$50,000 $75,000 (+$2.25 per employee)
Long Term Disability	66.7%, 90 modified fill, $6,000 max benefit, Mental/Nervous Same as any other Illness, SS Offset Primary (+$2.56 per employee)
AD&D	$50,000 $75,000 Volume, $9,800,000 $14,700,00 Total Volume (+$0.75 per employee)
Delta Dental Plan	100/90100/90, Annual Max $2,500 $4000, Class IV $2,500 Lifetime Max-UCR, 2 cleanings, sealants (S +$4.61, 2P +$9.44, F +$26.19)
2/year Vision Service Plan	VSP 3 Plus P 250CL (S -0.18, 2P -0.38, F -0.63)

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 $75,000 (+$2.25 per employee)
Long Term Disability	66.7%, 90 modified fill, $6,000 max benefit, Mental/Nervous Same as any other Illness, SS Offset Primary (+$2.56 per employee)
AD&D	$50,000 $75,000 Volume, $9,800,000 $14,700,00 Total Volume (+$0.75 per employee)
Delta Dental Plan	100/90100/90, Annual Max $2,500 $4000, Class IV $2,500 Lifetime Max-UCR, 2 cleanings, sealants (S +$4.61, 2P +$9.44, F +$26.19)
2/year Vision Service Plan	VSP 3 Plus P 250CL (S -0.18, 2P -0.38, F -0.63)

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 prorated 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 2022 and 2023 plan year the district shall purchase MESSA Health Insurance Plans, unless the association decided otherwise.

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. Signing of Contracts

Contracts for the new school year will be administered to certified staff within ten (10) business days of the first scheduled day of work.

B. 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.

C. Outside Experience/Credit

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

D. 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.

E. Tuition

1. Subject to the dollar limitation below, the Board will reimburse each teacher up to $2000 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 $40,000.

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 $2,000.00 for more than six (6) credit hours.

F. Advancement on Salary Schedule

Certified Staff may advance one lane (BA+18, MA, MA+15, MA +30) per school year on the salary schedule beginning Oct 2, 2024. Additional credits will be counted toward future lane advancement on the salary schedule for the following school year.

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. MA 30 shall include all members whose M.A. degree has

a program requirement of sixty (60) semester hours beyond the BA degree (for example, social worker, speech pathologist).

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.

G. 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.

H. Salaries

1. 2024-2025
   a. 4.0% C.O.L. increase w/smoothing of Salary Schedule (Steps 12-29)
   b. Step
   c. Lane change, where applicable (Oct. 1 deadline for transcripts)

2. 2025-2026
   a . Wage and Benefit Reopener

I. 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.

J. Extra Class

Teachers having a six (6) period teaching assignment with the loss of the planning period, shall receive an additional one-sixth ($1/6^{th}$) of the teacher's base pay. Any half-year, or one semester assignment would result in the remuneration being one-half (½) 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

2024-25 (4.00%)										
Base Salary is $44,769 (BASE*INDEX AT STEP/DEGREE LEVEL = SALARY (Rounded). Extra Duty Rate is based on BA Step 1										
	BA		BA18		MA		MA15		MA30	
STEP	Index	BA Salary	Index	BA 18 Salary	Index	MA Salary	Index	MA15 Salary	Index	MA30 Salary
1	1	44,769	1.0389	46,511	1.0875	48,686	1.1360	50,858	1.1845	53,029
2	1.0146	45,423	1.0584	47,384	1.1118	49,774	1.1603	51,945	1.2137	54,336
3	1.0486	46,945	1.0972	49,121	1.1603	51,945	1.2088	54,117	1.2719	56,942
4	1.0923	48,901	1.1409	51,077	1.2137	54,336	1.2622	56,507	1.3350	59,767
5	1.1409	51,077	1.1894	53,248	1.2719	56,942	1.3204	59,113	1.4030	62,811
6	1.1894	53,248	1.2379	55,420	1.3301	59,547	1.3787	61,723	1.4709	65,851
7	1.2379	55,420	1.2865	57,595	1.3884	62,157	1.4369	64,329	1.5388	68,891
8	1.2865	57,595	1.335	59,767	1.4466	64,763	1.4952	66,939	1.6068	71,935
9	1.3399	59,986	1.3884	62,157	1.5097	67,588	1.5583	69,764	1.6796	75,194
10	1.3981	62,592	1.4466	64,763	1.5770	70,601	1.6262	72,803	1.7573	78,673
11	1.4563	65,197	1.5049	67,373	1.6456	73,672	1.6942	75,848	1.8349	82,147
12	1.4854	66,500	1.534	68,676	1.6796	75,194	1.7281	77,365	1.8737	83,884
13	1.4893	66,674	1.5476	69,285	1.6932	75,803	1.7417	77,974	1.8873	84,493
14	1.4932	66,849	1.5612	69,893	1.7068	76,412	1.7553	78,583	1.9009	85,101
15	1.4970	67,019	1.5748	70,502	1.7203	77,016	1.7689	79,192	1.9145	85,710
16	1.5009	67,194	1.5583	69,764	1.7339	77,625	1.7825	79,801	1.9281	86,319
17	1.5048	67,368	1.6019	71,715	1.7475	78,234	1.7961	80,410	1.9417	86,928
18	1.5165	67,892	1.6087	72,020	1.7543	78,538	1.8029	80,714	1.9485	87,232
19	1.5281	68,412	1.6155	72,324	1.7611	78,843	1.8097	81,018	1.9553	87,537
20	1.5398	68,935	1.6223	72,629	1.7679	79,147	1.8165	81,323	1.9621	87,841
21	1.5514	69,455	1.6291	72,933	1.7747	79,452	1.8233	81,627	1.9689	88,146
22	1.5631	69,978	1.6359	73,238	1.7815	79,756	1.8301	81,932	1.9757	88,450
23	1.6213	72,584	1.6699	74,760	1.8155	81,278	1.8640	83,449	2.0096	89,968
24	1.6296	72,956	1.6782	75,131	1.8238	81,650	1.8723	83,821	2.0179	90,339
25	1.6378	73,323	1.6864	75,498	1.8320	82,017	1.8805	84,188	2.0261	90,706
26	1.6461	73,694	1.6947	75,870	1.8403	82,388	1.8888	84,560	2.0344	91,078
27	1.6543	74,061	1.7030	76,242	1.8485	82,755	1.8971	84,931	2.0426	91,445
28	1.6626	74,433	1.7112	76,609	1.8568	83,127	1.9053	85,298	2.0509	91,817
29 ON	1.7023	76,210	1.7524	78,453	1.8980	84,972	1.9465	87,143	2.0921	93,661

APPENDIX A

GRIEVANCE REPORT FORM
KENOWA HILLS PUBLIC SCHOOLS

Grievance # _____

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

LEVEL II

A. Date Cause of Grievance Discovered _____

B. 1. Statement of Grievance _____

_____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____

_____

_____

_____ _____

Signature Date

_____ _____

Received by Date

C. Disposition By Principal _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature Date

_____ _____

Received by Date

D. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature Date

_____ _____

Received by Date

LEVEL III

A. Position of Superintendent or Designee _____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature Date

_____ _____

Received by Date

B. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

_____

_____ _____

Signature Date

_____ _____

Received by Date

APPENDIX B

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

2024-2025 Calendar

(Subject to Change to Meet State Days/Clock Hour Requirements)

August	27	Staff Meetings (2 hours); Classroom/Start-up Prep (3 hours)		
	28	Staff Professional Development (5 hours) & Staff PLC (2 hours)		
	29	Staff Professional Development (5 hours) & Staff PLC (2 hours)		
	30	Staff Professional Development – Required Safe Schools due Oct 31 (6 hours)***	**0 S**	**4 T**
September	03	First Day of School	**20 S**	**20 T**
October	02	Count Day		
	03	Secondary Parent/Teacher Conferences (4:00-7:30 P.M.)**		
	14	No School for Students & Staff – Fall Break		
	15	No School for Students – Fall Break; Staff PD (5 hours) & Staff PLC (2 hours)		
	22	K-12 Parent/Teacher Conferences (4:00-7:30 P.M.)**		
	24	Elementary Parent/Teacher Conferences (4:00-7:30 P.M.)**		
	25	½ Day for Students; Parent/Teacher Conferences (12:30-2:30 P.M.)**; End of 1st Quarter (High School)	**21 S**	**23 T** P/T Conf
November	22	End of 1st Trimester (K-8)		
	25	No School for Students; Staff PD (5 hours) & Staff PLC (2 hours)		
	26	No School for Students; Staff PD (5 hours); K-8 Staff Records (3 hours)***		
	27-29	No School for Students & Staff - Thanksgiving Break	**16 S**	**18 T**
December	20	½ Day for Students & Staff		
	23-31	No School for Students & Staff – Winter Holiday Break	**15 S**	**14.5 T**
January	01-03	No School for Students & Staff – Winter Holiday Break		
	06	School Resumes		
	17	End of 2nd Quarter/First Semester (HS)		
	20	No School for Students & Staff; HS Staff Records in p.m. (3 hours)***	**19 S**	**19 T**
February	12	Count Day		
	14	No School for Students & Staff – Midwinter Break		
	17	No School for Students – Midwinter Break; Staff PD (5 hours)		
	18	No School for Students – Midwinter Break; Staff PD (5 hours) & Staff PLC (2 hours)		
	27	Elementary Parent/Teacher Conferences (4:00-7:30 P.M.)**	**17 S**	**19 T**
March	04	K-12 Parent/Teacher Conferences (4:00-7:30 P.M.)**		
	06	Secondary Parent/Teacher Conferences (4:00-7:30 P.M.)**		
	07	½ Day for Students; (K-8) Parent/Conferences in P.M. (12:30-2:30 P.M.)**		
	14	End of 2nd Trimester (K-8) & End of 3rd Quarter (High School)	**21 S**	**22 T** P/T Conf
April	03	½ Day for Students & Staff		
	04-11	No School for Students & Staff – Spring Break	**16 S**	**15.5 T**
May	23	½ Day for Students & Staff		
	26	No School for Students & Staff – Memorial Day Holiday		
	28	Commencement (HS Staff Must Attend)**	**21 S**	**20.5 T**
June	09	½ Day for Students, High School Exams; Staff PLC in P.M. (3 hours)		
	10	½ Day for Students, High School Exams; Staff Records in P.M. ***		
	11	½ Day for Students & Staff, Secondary Exams		
		End of 3rd Trimester (K-8), Fourth Quarter/Second Semester (High School)		
		Last Day of School****	**7 S**	**6.5 T**
Total Days			**174 S**	**183 T**
				181 I

S - Student days **T – Teacher Days** **I - Instructional days (Student Days + PD Reportable Days)**

* First day of Kent ISD classes will be August 19. Students attending Kent ISD classes are expected to attend following the Kent ISD schedule and will be marked absent when not attending.

** 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 or be in attendance during records time.

**** June 12 &13 and June 16-20, 2025 shall be reserved for make-up days in the event additional days must be added to the calendar as a result of school cancellations that exceed the State allotment.

ELEMENTARY
1ST TRIMESTER: 57 Student Days
2nd TRIMESTER: 62 Student Days

SECONDARY
1ST SEMESTER: 82 Student Days
2nd SEMESTER: 93 Student Days

APPENDIX D - 1

Sick Bank Guidelines

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

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

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

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

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

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

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

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

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

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

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

KHEA

Kenowa Hills Education Association

APPENDIX D - 2

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_____

APPENDIX E

Letter of Agreement Between

Kenowa Hills Public Schools

and the

Kenowa Hills Education Association

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

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

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

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

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

Jayne VanderKlok, KHEA President — Date: Dec 1, 2014

Gerald Hopkins, Kenowa Hills Public Schools — Date: 12/1/2014

APPENDIX F

LETTER OF UNDERSTANDING
BETWEEN
THE KENOWA HILLS PUBLIC SCHOOLS
AND
THE KENOWA HILLS EDUCATION ASSOCIATION (KHEA/KCEA)

The above-named parties agree to the following provisions regarding the compensation and benefits for non-certified staff who are the teacher of record.

1. The individual's salary will be set at 85% of the BA/Step 1 rate. The salary will be retroactive to the individual's start date.

2. The individual shall receive single subscriber health insurance and ancillary insurances as outlined in the KHEA labor agreement to begin January 1, 2023 or can elect cash-in-lieu at 60% of the single subscriber hard cap rate (based on 1.0 FTE) on health insurance.

3. The individual will be considered a member of the bargaining unit and, as such, shall be covered by all terms of the bargaining agreement as ancillary staff.

4. Once the non-certified teacher is approved for their certificate, their pay will be adjusted to 100% of the applicable pay rate and step they would normally be granted under the KHEA labor agreement, effective on the date the certificate is obtained.

5. Neither party shall claim nor rely upon precedent set by this agreement.

6. This agreement shall remain in place through August 15, 2024 and may be revised and renewed each year thereafter by mutual agreement.

Gerald Hopkins
Superintendent

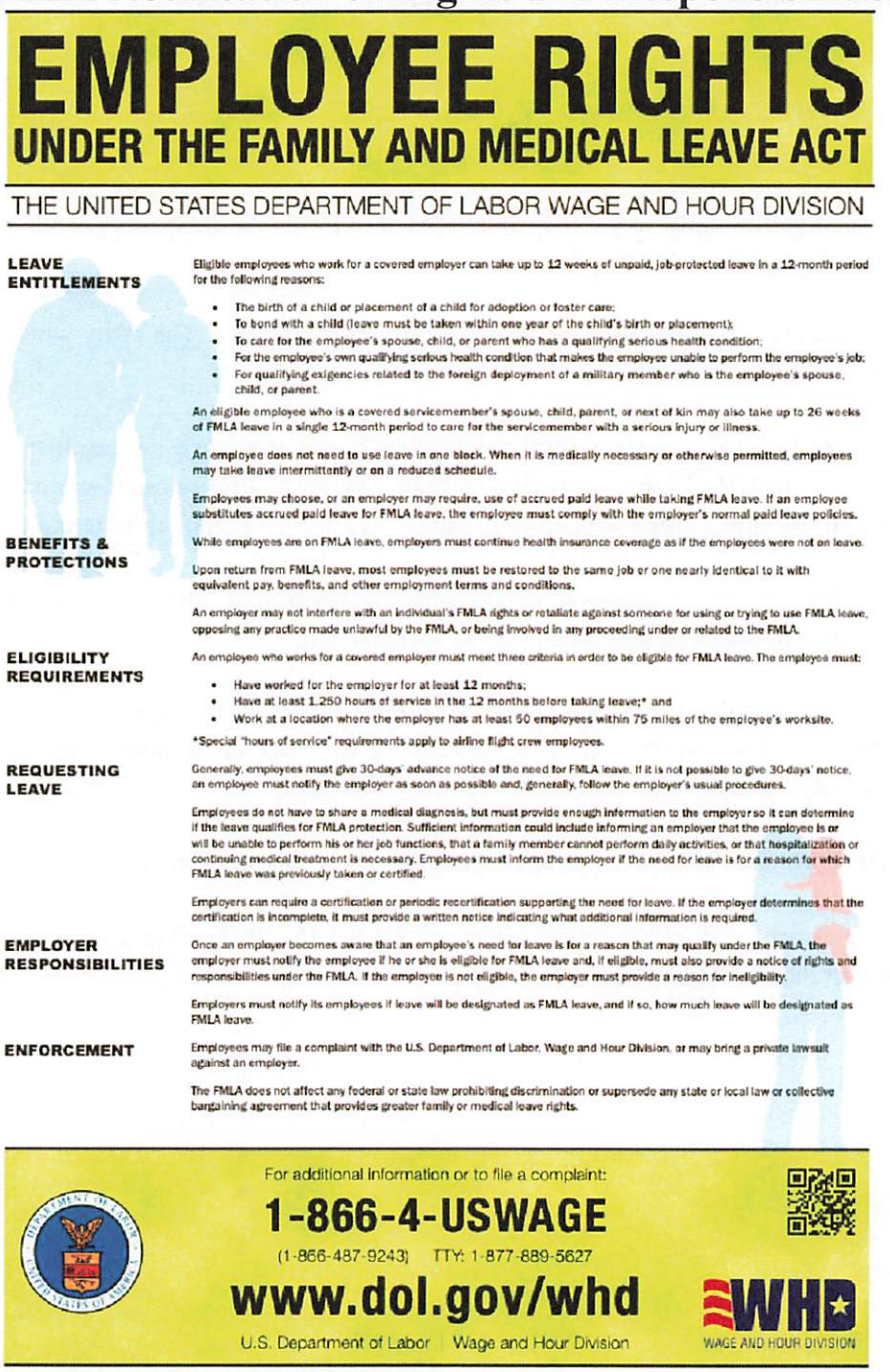
11/14/22
Date

Jayne VanderKlok
KHEA President

11/21/22
Date

APPENDIX G

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.

BENEFITS & PROTECTIONS

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

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

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

WAGE AND HOUR DIVISION

WH1420 REV 04/16

APPENDIX H

Notification of a Crime

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

APPENDIX I

Additional Personnel Provisions and Procedures Pertaining Only to Classroom Teachers

For the purposes of this collective bargaining agreement, subjects contained in this Appendix "I" shall apply only to Teachers as defined in Section 1249 of the Michigan Revised School Code as of July 1, 2024. That definition and the associated provisions within this Appendix shall not apply to professional ancillary staff nor shall it apply to any certificated persons within the bargaining unit who are not currently assigned to deliver instruction directly to pupils as teacher of record. Should Michigan Revised School Sections 1248 or 1249 be amended, the parties agree to meet and bargain over the impact of the amendments, if evaluation, placement, and layoff/recall decisions remain a mandatory subject of bargaining.

Teacher Placement

This language is intended only as a summary of Board policy 3130.01, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law.

Within the teacher placement process, the Superintendent or designee(s) shall strive to place the most effective and qualified teachers in assignments aligned with student and District needs.

Not in order of priority or importance, factors that may be considered by the Superintendent or designee(s) in placing teachers include, but are not limited to, the following:

A. professional certification (State and/or Federal) requirements, background and attainments

B. highly qualified/NCLB/ESEA requirements

C. academic major or advanced degree within a subject/content area (i.e. Masters in Reading)

D. specialized training (i.e. Advance Placement, PYP, MYP, or IB Training) or endorsements (i.e. Early Childhood) and the teacher's demonstrated ability to integrate such training into instruction in a meaningful way

E. demonstrated skills or specialized knowledge (i.e., bilingual) that will enhance the delivery of educational services to students

F. successful attainment of (or failure of a teacher to attain and/or complete) specialized training when offered or required

G. teacher's overall performance rating in his/her most recent evaluation(s)

H. teacher's demonstrated ability to positively impact student growth

I. teacher's demonstrated ability to collaborate with staff members within a subject/content area department, grade level, and/or building

J. years of teaching experience at a particular grade level and/or within a subject/content area and the teacher's demonstrated effectiveness in such prior assignments

K. State and District curriculum requirements and/or any State or Federal regulatory standards, including but not limited to conditions established for receipt of foundation, grant or categorical funding

L. applicable accreditation requirements, if any

M. student schedule requirements in a building or program

N. preference(s) of the teacher

O. multiple certifications

P. other factors and qualifications as established by the Board, which may include, but are not necessarily limited to NCLB standards, performance evaluations, and needs of the District. When required by law, all Title I teachers and teachers of core academic subjects shall meet the NCLB requirements defined by the Michigan Department of Education and U.S. Department of Educations

Q. any other job-related factor that assists the District in providing quality educational services to students

These factors may be considered with respect to assignments, transfers (voluntary and involuntary), job-sharing, etc. These factors do not apply to extra duty vacancies. Decisions about layoff and recall are governed by Board Policy 3131.

Teachers who may be affected by a change in grade assignments in the elementary school grades or by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as possible.

Any teacher who wishes to be considered for a particular assignment may submit a written statement of preference to his/her immediate supervisor and/or building principal. Such statement will include a description of the reason(s) a new assignment is requested and a summary of the employee's qualifications for such assignment and be submitted on or before March 15th. There is no guarantee that the preference will be awarded when assignments are made.

Tenured teachers shall be assigned to positions for which they are certified and qualified in accordance with applicable guidelines in priority to probationary teachers in circumstances in which there may be insufficient assignments for tenured staff, provided the tenured teachers are rated Effective or Highly Effective on their most recent performance evaluation conducted in accordance with the District's performance evaluation system.

Any assignment in addition to the normal teaching schedule during the regular school year and summer school courses shall not be obligatory but shall be with the consent of the teacher.

A. Consideration in making such assignments will be given to tenured teachers regularly employed in the District. Teachers will not acquire tenure rights with respect to any such position.

B. A decision to remove a teacher from an extra duty assignment or failure to reassign a teacher to an extra duty assignment shall not be considered a demotion or discharge nor shall it be grounds for a grievance. However, no teacher shall be removed from an extra duty assignment without first being notified by the administration and a report to the Board of Education with a closed hearing by the Board accompanied by representatives of his/her choosing if asked for by those involved prior to being relieved of the assignment.

C. Notice of a vacancy will be posted on the District's website or intranet and e-mailed to all teachers.

The District will strive to notify affected teachers of assignment changes no later than the last student day of the school year. A teacher may request to return to his/her original position, if the position is reinstated within two (2) years of the position reduction.

At all times, the Board has the right to change teaching assignments, as needed.

As deemed necessary, the Superintendent or designee(s) may revise and/or amend this administrative guideline.

Teacher Reduction and Recall

This language is intended only as a summary of Board policy 3131, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law.

It is the policy of the Board that all personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. The District shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.

Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 3131.

The following shall also be used for personnel decisions made under Policy 3131:

A. The teacher's length of service in a grade level or subject area.

B. The teacher's disciplinary record.

C. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

D. Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.

E. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

F. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

G. The teacher's attendance record.

H. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

APPENDIX J

Professional Conduct & Disciplinary Procedures for Certified Non-Ancillary Teachers

This language is intended only as a summary of Board policy 3139, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law.

Whenever it becomes necessary to discipline a member of the staff, the Superintendent shall utilize related procedures described in the current negotiated agreement, to the extent not inconsistent with the current negotiated agreement, the following principles and procedures.

A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

The administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action. The teacher shall be provided with oral or written notice of the issue or incident being investigated.

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, his/her designated representative (either another employee or a union representative if part of a bargaining unit) to allow the teacher an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred representative. The District may substitute another representative from the union to timely process the investigation.

After completion of the investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and this notice shall also be placed in the teacher's file.

Discipline may include, but is not limited to:

A. written warning;

B. written reprimand;

C. suspension (paid or unpaid);

D. discharge;

E. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

Any disciplinary action that is not subject to Board review as described below may be submitted to the Superintendent for review within five (5) work days of the teacher's receipt of the written confirmation. The Superintendent is not required to conduct an independent investigation. S/He shall meet with the administrator who issued the discipline and with the teacher and his/her designated representative, if requested. The Superintendent may affirm, revise or reject any disciplinary action taken against a teacher and his/her decision is final.

The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

A. discharge of a tenured or probationary teacher;

B. demotion of a tenured teacher (which includes suspension for fifteen (15) or more consecutive days without pay or a reduction in compensation by more than equivalent of thirty (30) days compensation in one (1) school year);

C. non-renewal of a probationary teacher.

APPENDIX K

Teacher Performance Evaluation

The Board of Education, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, with involvement of professional staff, the Board delegates to the Superintendent the function of establishing and implementing a rigorous, transparent, and fair performance evaluation system that does at least all of the following:

A. evaluates the employee's job performance in a year-end evaluation, while providing timely and constructive feedback to be completed no later than the last scheduled work day of the school year unless mutually agreed upon by the evaluator and evaluatee. Teachers rated highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated biennially or triennially at the District's discretion.

B. establishes clear approaches to measuring student growth and provides professional staff with relevant data on student growth

C. evaluates an employee's job performance, using rating categories of effective, developing, and needing support, which take into account student growth and assessment data or student learning objectives. Twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

   Evaluations must also comply with the following:

   1. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data or student learning objective metrics shall be based primarily on a teacher's performance as measured by the District.

   2. The portion of a teacher's evaluation that is not measured using student growth and assessment data or student learning objectives metrics, or using the evaluation tool developed or adopted by the District, must be based on objective criteria.

   3. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in M.C.L. 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

D. Provides a mid-year progress report for every teacher who is in the first year of probation or has received a rating of minimally effective or ineffective, prior to July 1, 2024, or needing support or developing on the most recent year-end evaluation in subsequent years. This mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall:

   1. be aligned with the teacher's individualized development plan;

   2. include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training;

3. KHEA President will be informed of any teacher being placed on an IDP in order to assist and monitor the process.

E. Includes classroom observations in accordance with the following:

1. must include review of the lesson plan, state curriculum standards being taught, and student engagement in the lesson and the items described in this paragraph must be discussed during a post-observation meeting between the observer and the teacher;

2. must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations;

3. observations need not be for an entire class period but must not be less than fifteen (15) minutes;

4. The teacher shall be notified no later than the end of the second week of school each year who the evaluator(s) will be that conducts their observations. Any changes to the list will be provided to the teacher. An observation shall not be conducted without prior notification of who the evaluator(s) will be. In the event that a teacher moves into a building after the start of the school year, the two-week window shall start from their first day on the job. Teachers will be informed of any change in their evaluator.

5. The evaluator will provide the teacher with notice that an observation will occur within the next five (5) school days.

6. Feedback on the observation will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. Post-observation meetings will take place in-person or electronically/virtually, as agreed upon by both parties, no later than thirty (30) calendar days after the observation occurred. Written feedback on the observation will be provided via the digital evaluation platform within 30 days after the observation.

7. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated. An observation/evaluation timeline for the school year shall be provided. Informal observations or walk-throughs may occur without prior notification to provide a genuine representation of the classroom environment.

8. Evaluators will avoid scheduling observations the day before or after winter break and spring break, unless a prior agreement has been with the teacher.

9. one (1) observation may be unscheduled;

10. the school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations;

11. the district shall ensure that, within thirty (30) calendar days after each observation, the teacher is provided with written feedback from the observation.

F. For the purposes of conducting annual year-end evaluations under the performance evaluation system, the District will adopt and implement one (1) or more of the evaluation tools for teachers that are included on the list established and maintained by the Michigan Department of Education ("MDE").

G. The District shall also provide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used. This training may be provided by a district or by a consortium consisting of the District, the intermediate school district, or a public school academy.

If a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in M.C.L. 380.1248.

Evaluations shall be conducted of each professional staff member as stipulated in the Teacher Tenure Act, the Revised School Code, a negotiated agreement or contract, the Superintendent's administrative guidelines, and as directed by the Michigan Department of Education. A professional staff member shall be given a copy of any documents relating to the staff member's performance which are to be placed in the personnel file.

Certificated Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate who is subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee.

The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.