# MASTER AGREEMENT

BETWEEN THE KENTWOOD BOARD OF EDUCATION

AND THE

KENTWOOD EDUCATION ASSOCIATION KCEA / MEA / NEA

August 1, 2021 – July 31, 2023

KENTWOOD PUBLIC SCHOOLS 5820 EASTERN AVENUE SE KENTWOOD, MICHIGAN 49508

# MASTER AGREEMENT

# KENTWOOD PUBLIC SCHOOLS

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This is a Master Agreement between the Board of Education of the Kentwood Public Schools, Kentwood, Michigan, hereinafter called the "Board", and the Kent County Education Association (KCEA-MEA-NEA), hereinafter called the "Association".

#### General Statement of Policy

The Board and the Association agree that the development and implementation of a high quality instructional program is the responsibility of both the Board and the educators who are employed by the Board. It is further agreed that the best way to discharge this joint responsibility is through close collaboration among the professional educators, Board of Education, and the administration. It is their mutual goal that a quality education also depends on the expertise and morale of the professional educators, and the Board of Education.

As these groups have the same goal, providing the best possible education for all students enrolled in the schools, relationships must be maintained which are based upon these high ideals and common interests and the proposition that education is a public trust and a professional calling.

The effective implementation of the above-stated policy requires a mutuality of relationship between the parties of this Agreement, both collectively and as individual members of the respective groups.

In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies to the Kentwood Education Association.

#### RECOGNITION

- A. The Board recognizes the Kent County Education Association as the exclusive bargaining unit for all full-time and regular part-time certified professional personnel employed in the district's K-12 programs, and Readiness programs, including classroom teachers, speech pathologists, school psychologists, guidance counselors, school social workers, instructional coordinators, instructional specialists, teacher consultants, athletic trainer, occupational therapist and media specialists under written contract with Kentwood Public Schools, and including all full-time and regularly scheduled part-time certified employees, academic advisors, and counselors employed in the Community Education programs of the district consisting of adult high school completion, alternative high school programs, adult basic education, English Language Learners, and all lead employees in such programs, but excluding:
  - 1. Per diem and per hour substitute employees
  - 2. Supervisory and executive personnel
  - 3. Office and clerical employees
  - 4. Paraprofessionals/Aides/Interventionists
  - 5. Custodians
  - 6. Child Nutrition Services
  - 7. School bus drivers
  - 8. Maintenance employees
  - 9. Leisure time personnel, school age child care and preschool personnel
  - 10. All other employees of the Board
- B. The term "employee(s)" when used hereinafter in this Agreement shall refer to all employees of the Kentwood Board represented by the Association in the bargaining unit above whose employment is subject to the Michigan Teachers' Tenure Act. The term *"ancillary staff" or* when used hereinafter in this Agreement shall refer to all employees of the Kentwood Board represented by the Association in the bargaining unit above whose employment is not subject to the Michigan Teachers' Tenure Act.
- C. The term Local Association shall refer to the Kentwood Education Association (K.E.A.) as defined by the bargaining unit above.
- D. The implementation of this Agreement shall be the responsibility of the Board, the Local Association, and the Association as specified.
- E. Nothing contained herein shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement provided that the Local Association representative has been given an opportunity to be present at such adjustment.

- F. Nothing contained herein shall be construed to deny or restrict to any bargaining unit employee rights he/she may have under any State or Federal laws and regulations. The rights granted to such employees hereunder shall be deemed to be in addition to those provided elsewhere.<sup>1</sup>
- G. In the event a new professional employee classification or position is created which is not administrative or supervisory in nature, the Board agrees to notify the Association. The Board further agrees to meet upon request of the Association to discuss the inclusion of the position within the unit. If the parties mutually agree to include the position, any necessary adjustments in the provisions of the agreement or new provisions shall be subject to negotiations. If the parties do not mutually agree that the position should be included, the issue may be referred to the procedures provided under the Public Employment Relations Act.

#### BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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, and 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, and the professional activities of its employees;
  - 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 all such employees;
  - 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
  - 4. To decide upon the means and methods of instruction, the approval of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  - 5. To determine class schedules, hours of instruction, duties, responsibilities, assignments and the terms and conditions of employment of bargaining unit employees and other employees with respect to administrative and non-teaching activities.
  - 6. To discipline an employee or group of employees for willful violation of this Agreement.

#### B. Copyright

Any materials prepared by an employee specifically for his/her teaching assignment shall become the property of the Board for use in this school system. No syndication or sale of this material may be made without the express release of the creator and the Board. Such restrictions shall be limited to materials produced on school time or during Board subsidized courses.

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

#### ASSOCIATION AND EMPLOYEE RIGHTS

#### A. PUBLIC ACT 379

The Board and the Association agree to abide by Act 379 of Public Acts of Michigan for 1965 and all amendments thereto and to all applicable laws and statutes pertaining to employee's rights and responsibilities. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

#### B. BUILDING USE

- 1. The Local Association and its members shall have the right to use the school building facilities before or after regular hours and during lunch periods. Such use of the building for Local Association meetings must be arranged with the building principal in advance. The principal retains the right of room assignment.
- 2. The Association shall have the right to use the District inter-office shuttle mail service for official Association business, for delivering materials between Kentwood School buildings. The service is available only on days that the shuttle is scheduled by the administration. The Association may also use fax machines and E-mail systems, which are available to bargaining unit members at reasonable times and hours, to communicate with its general membership relating to official Association business, provided the equipment is not otherwise in use. The Association shall furnish all materials and supplies incidental to its operation of Board equipment. The Association will pay for toll and long distance charges incurred by its use of District telephones. Materials transmitted by the school fax machine and e-mail shall identify the Association as the transmitter. Copies of all postings must be provided to the Executive Director for Human Resources.
- Any Association officer or representative from outside the building must first make presence known in the principal's office before conducting Association business in buildings within the district.

#### C. SCHOOL DOCUMENTS

The Board agrees to furnish to the Association upon request:

- 1. Copies of those school documents it is required by law to make available to the public under the Freedom of Information Act.
- 2. Specific information needed for negotiations or for grievance resolution. This information will be in the form maintained by the Board.

#### D. ASSOCIATION DAYS

The Local Association shall be allowed to use a maximum of 45 days per school year for the handling of Association business. Additional Association days may be allowed with the approval of the Executive Director for Human Resources. Such days shall be subject to the following provisions:

- 1. A minimum of one day advance notice is given to the principal on appropriate form.
- 2. The Association assumes the cost of the substitute for the time lost from regular teaching duties.
- 3. Association days shall not be used during scheduled parent-teacher conference times, open house meetings, orientation meetings, or immediately before or after holiday and vacation periods except with the approval of the principal.

#### E. BOARD PAID RELEASED TIME/KEA PRESIDENT

The Board agrees to provide the Association President with .5 released time from a full time teaching position. The Association will reimburse the District .25 of the President's Schedule A salary.

#### F. EMPLOYEE PROTECTION

Any case of physical assault upon an employee while in the performance of assigned teaching or additional contract duties shall be reported immediately in writing to the Superintendent or designee. In the event of a physical assault, the employee involved may request assistance of the Board (including legal fees).

- 1. Reimbursement shall be allowed for approved loss or damage of an employee's personal property.
- 2. Reimbursement shall be allowed for approved medical expenses not covered by compensation or insurance.

#### G. REPRIMANDS

Employees will be notified in advance of any meeting with an administrator that could lead to discipline. The administrator shall encourage the employee to arrange for Association representation.

With respect to ancillary staff:

- 1. A written reprimand (see Appendix E) stating any alleged concern regarding the ancillary staff shall be completed within ten (10) school days of:
  - a. completion of the investigation (if any), OR

- b. when the event reasonably becomes known to the administration.
- 2. Before placing a written reprimand in an employee's personnel file, the administrator making that reprimand shall:
  - a. Present the employee being reprimanded a copy of the reprimand at least 24 hours prior to the scheduled meeting.
  - b. Require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance or approval of the reprimand, but is a verification that the employee is aware the reprimand is in his/her personnel file. The employee shall receive a copy at the time of the signing.
  - c. Inform the employee of his/her right to submit a written rebuttal to be attached to the reprimand.
- 3. Any employee who fails to sign a reprimand after having been directed to do so may be subject to discipline.

#### H. FILES

Each employee shall have the right, upon request, to review the contents of any personnel file kept on said employee. A representative of the Association may accompany the employee in each review of the file in the presence of an administrator and/or his/her designee. An employee will be given the opportunity to file a response to any material in his/her personnel file(s), and the response will be made a part of said file(s).

No discipline will be placed in the bargaining unit member's file without their knowledge.

If an employee is asked to sign any materials, including those that may go into his/her file, such signature shall be understood to indicate his/her awareness of the material, but the signature shall not be interpreted to mean agreement with the content of the material. This includes any material used in the evaluation process or any reprimand.

The administration and/or its designee shall be responsible for the safekeeping of the files.

No material may be permanently removed from the employee's file without the presence of the employee and/or the employee's representative; however, routine personnel documents to be removed from the file shall be returned to the employee. The employee may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Human Resources Office.

# I. FOIA REQUEST

Upon receipt of a FOIA request for all or part of an employee's personnel file, the district will promptly notify the employee and Association of the request. The district will also notify the requesting party that disclosure will not occur until the last business day permitted by

law. The district will meet with the employee and, if requested by the employee, an Association Representative, to review the documents the district intends to disclose before they are to be disclosed. The parties recognize that under the exceptions provided under Section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, certain material may be redacted from the file prior to its release.

In the event of any legal action against the district brought in a court or administrative agency because it withheld document(s) at the Association request, Association agrees to defend such action, at its own expense and through its own legal counsel, provided:

- a. The District gives timely notice of such action to the Association and does not object to the Association's intervention as a party if it so desires; and
- b. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
- c. The Association shall have complete authority to compromise and settle all claims that it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the district's compliance with this section.

#### J. ELEMENTARY AND SECONDARY EDUCATION ACT

The district will notify the Association of any school not meeting Adequate Yearly Progress (AYP).

#### **OPTIONAL MEMBERSHIP**

#### A. OPTIONAL MEMBERSHIP

All employees, as a condition of employment, MAY within thirty (30) days of the first day of work (1) pay dues to the Association; or (2) pay to the Association a representation fee.

To the extent permitted by law, upon the voluntary authorization in writing by a bargaining unit employee, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation fees and dues and remit them to the local Association. The payroll deduction of dues or representation fees shall be in ten (10) equal installments beginning in October unless the Association sets forth a different schedule. If 2012 PA 53 becomes valid and enforceable, the foregoing provisions shall be null and void.

After consultation with the Board, the Association has the right to compromise or settle any claim made against the Board under this section.

#### SALARY AND FRINGE BENEFITS

#### A. SALARIES

Salaries of employees covered by this Agreement are set forth in Schedules A, A1, and which are attached hereto and incorporated in this Agreement.

# <u>K-12</u>

- 1. Schedule A personnel working extra days in extension of regular assignment shall be compensated on a prorated basis of Schedule A.
- 2. All employees that work in addition to Schedule A shall be paid at the employee's hourly rate except as provided otherwise in Board policy and Schedule B.
- 3. Employees shall be entitled to appropriate additional compensation as set forth in Schedule B when assigned Schedule B responsibilities. The Board and the Association agree that the acceptance of a Schedule B assignment is voluntary except when the Schedule B assignment is directly related to the employee's Schedule A assignment.
- 4. An extra class assigned to a secondary employee shall be paid at the rate of 1/5 of said employee's step on the salary schedule. If the assignment is less than a full school year the salary shall be prorated.
- 5. Credit on the Kentwood salary schedule may be allowed to those new employees with satisfactory prior experience. The number of years of prior experience credit, if any, will be at the discretion of the Superintendent, or his/her designee. Any credit to be granted would be included in the initial contract with the Board.

#### Alternative Education

- 1. The hourly rate of pay for alternative education employees shall be as set forth in Schedule A1.
- 2. Alternative education employees shall receive one step on the wage schedule for each year of employment with the Board, provided they worked a full semester or more each year.
- 3. The pay for Alternative Education employees when they substitute in the Alternative Education programs will be at their hourly rate.
- 4. Employees with a stable, non-fluctuating first semester work assignment of twentyfive (25) hours or more per week may elect at the beginning of the semester to have their pay spread over 26 pay periods. If the work assignment drops below 25 hours

per week at any time during the first or second semester, the Board may discontinue the extended pay plan.

- 5. Hourly employees assigned to work more than the minimum required for a full-time position shall be compensated at their pro-rata rate of pay. In assigning additional work hours, the Board will endeavor to offer such hours to employees with work assignments of less than forty (40) hours per week. Bumping rights shall not apply to hours in excess of forty (40) hours per week. Hours over 40 hours per week will be paid at time and a half.
- 6. Hourly employees assigned classes or other responsibilities in excess of 30 hours shall be compensated for the additional hours at their standard hourly rate.

#### B. ADVANCED DEGREES

- 1. Employees receiving either BA, MA, or MA +30 semester hours of graduate credit after the issuance of the MA degree shall be eligible for placement on the appropriate advanced salary schedule provided:
  - a. Salaries shall be effective at the start of the first semester providing official evidence of earned appropriate credit (official grade report or transcript) is on file in the Human Resources Office prior to October 1 of the effective school year.
  - b. Salaries shall be effective at the start of the second semester providing official evidence of earned appropriate credit (official grade report or transcript) is on file in the Human Resources Office prior to March 1 of the effective school year.
- 2. Courses must be taken from a college or university accredited by the North Central Association of Colleges and Schools or one of its five regional affiliates.

## C. SUPERVISING EMPLOYEES

- 1. Only tenured employees may accept student teachers on a voluntary basis.
- 2. Each student-teacher supervisor shall receive from the Board the equivalent amount received from the university within 30 days of receipt of the stipend from the university.

#### D. INSURANCE BENEFITS

Upon submission of a proper application form to the Kentwood Public Schools Employee Benefit Office, the Board shall provide the premium contributions towards the benefits described for those employees who meet the qualifications stated in this Agreement. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a summary of which is available for inspection during normal working hours at the Benefits Office of the Board and are subject to underwriting rules and regulations.

AN OPEN ENROLLMENT PERIOD SHALL BE PROVIDED ANNUALLY DURING A TIME FRAME IN THE MONTH OF NOVEMBER.

1. The Board shall provide PA 152 insurance cap which includes insurance index increases and also includes LTD, Dental, Vision, and Life as part of the cap to each of the full-time bargaining unit members, electing MESSA PAK A or C (see overview) and his/her entire family for a twelve (12) month period. The employer shall sign an EMPLOYER PARTICIPATION AGREEMENT.

Eligible bargaining unit members not electing MESSA PAK A or C will select MESSA PAK B.

Option I – MESSA Choices II (PAK A)

Option II – MESSA ABC (PAK C)

Option III - MESSA (PAK B)

See Appendix C for a detail description of insurance options and costs.

- 2. Board paid premiums for insurance protection as described above shall be provided on the following basis:
  - a. Board premium contributions shall not apply to employee purchased benefits not described above (i.e., loss of income benefits, dependent life, survivor income insurance, etc.).
  - b. Board contributions shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their assigned duties, if an application is made in sufficient time to allow for making necessary payroll deductions.
  - c. Employees working less than full-time shall be entitled to insurance in accordance with the insuring carriers underwriting rules and regulations.

**MESSA PAK A and PAK C**: The Board will provide the PA 152 cap equal to the employee's FTE for part-time employees desiring MESSA Choices II or MESSA ABC health insurance. (ie: .5 FTE – the Board will pay 50% of the cap amount.)

For <u>K-12 employees</u>, pro-rated means a portion equal to their portion of a full FTE according to their individual contract.

For hourly <u>Alternative Education employees</u>, pro-rated means a portion equal to their hours worked as compared to 1,110 hours, which is a full FTE in Alternative Education. If the number of hours changes during the school year, a change in the pro-rated portion would be made on the first day of the month - but no less than 30 days - following the change of hours.

**MESSA PAK B**: Part-time employees who do not elect health insurance may elect fully paid MESSA PAK B benefits: Delta Dental, MESSA VSP3 vision plan, long-term disability, and term life insurance in the amount of \$45,000. The excess, if any, will be included as a cash payment.

d. Employees who fulfill their employment contract are entitled to 12-months coverage commencing September 1 and ending August 31.

Employees who terminate employment for any reason prior to the end of their contract, are laid off, or go on an unpaid leave of absence during the contract year, shall be entitled to fringe benefit premiums and salary prorated as per the "benefits earned" formula in this section.

The Board will pay monthly premiums costs equal to the percentage of the school year that the employee worked or had Board paid sick leave. An insurance year for purposes of computation will commence January 1. If the above calculation results in a partial month, the Board's portion of premium for that partial month will be paid only if the employee agrees to pay the balance of the premium for that month. Proration formula:

# **BENEFITS EARNED =**

Number of Days Paid | Employee Contract Year

Note: Four (4) days or less results in no deduction of fringe benefits.

# F. PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit unions, saving bonds, charitable donations, professional dues, and assessments. However, such plans or programs shall be jointly approved by the Association and the Board.

The number of annuity carriers shall be limited to a maximum of five (5) with the Association having approval of any changes.

#### G. SEVERANCE

#### Severance:

1. Upon the severance of an employee who has taught ten (10) years or more for

Kentwood Public Schools, the employee shall be compensated for any unused accumulated sick leave at the following rates. This payment structure will apply only for the length of this agreement.

Rate 1 applies to teachers with 25-99 leave days Rate 2 applies to teachers with 100-249 leave days Rate 3 applies to teachers with 250 or more leave

<u>RATE 1</u>	<u>RATE 2</u>	<u>RATE 3</u>
\$30/day	\$45/day	\$60/day

2. To qualify for the severance compensation described above, the employee must give written notification to the Human Resources Office by the last day of school of their intent to resign at the end of that school year. Employees who do not complete the full school year contract will not be eligible for this benefit.

Once the resignation has been accepted by the Administration, the employee may not withdraw his/her resignation without the approval of the Administration.

3. Upon the death of an employee, the spouse/beneficiary will be paid at the appropriate rate set forth above for each unused sick leave day accumulated by the employee regardless of the deceased employee's eligibility under the Michigan Public School Employee Retirement Act or years of service.

#### EMPLOYEE WEEK, DAY AND HOURS

#### A. STAFF MEETINGS

- 1. Staff Meetings:
- a. <u>Elementary:</u> Unless excused by the building or program administrator, elementary staff employees shall attend three professional development meetings per month as part of their duties. In addition to the above three meetings, one data team meeting will be held during one of the specials each month. The meeting day and time will be determined by majority vote of building staff and the administrator. Professional development (curriculum) and staff meetings shall last approximately one hour in length. When elementary specials are reinstated to 200 minutes per week, this language shall return to the staff meeting language of the 2006-2008 Master Agreement.
- b. <u>Secondary:</u> Unless excused by the building or program administrator, bargaining unit employees (including Alternative Education employees) shall attend one staff or curriculum meeting each week as part of their duties. Except under unusual circumstances, Monday shall be considered staff or curriculum meeting day. By mutual agreement of the building staff and principal, staff and curriculum meetings may be scheduled in the morning or on another day.
  - 2. Part-time employees who work .6 FTE or less, will attend at least 50% of staff meetings and inservices (including two District inservices), to be mutually agreed upon by the principal and employee at the beginning of each semester. Disagreements shall be resolved by the Executive Director for Human Resources.
  - 3. Employees who are required to attend IEPC and building special services meetings will continue to attend as part of their duties. The District will make every effort to hold such meetings during the scheduled work day.
  - 4. I.E.P.C. and building special services team meetings shall not be considered a meeting for purposes of section A-1.
  - 5. Attendance at any meetings beyond the aforementioned shall be considered voluntary.

# B. SCHEDULED WORKING DAY REGULATIONS K-12

1. The scheduled working day for all employees shall not exceed seven (7) hours except on scheduled meeting days when the working day is extended to allow time for the meeting. Normally, staff and curriculum meetings will not exceed about an hour.

While the above provides for the scheduled work day, the Association recognizes that each employee identified in Article I-A. (including byway of example, part-time employees) has a responsibility to devote additional time for:

- a. Annual "Open House"
- b. Parent-employee conferences.
- c. Student event
- d. Curricular night

It is the individual employee's professional responsibility to perform duties normally associated with teaching and non-instructional duties outside the scheduled work day.

- 2. Building administrators will designate the daily schedule for staff within the scheduled work day, only after consultation with staff. The Board will not schedule more than 1,099 hours of instruction without bargaining with the Association.
- 3. If a change in the traditional instructional day is being considered to accommodate collaborative planning time, the principal will consult with staff regarding the length of time for collaboration, the frequency, the impact on the traditional day, and the uses of the collaborative time. Collaborative time shall not be used for staff meetings on a regular basis. The District will notify the Association before consulting with staff about a change in the traditional day to accommodate collaborative planning time.
- 4. Upon exhaustion of allowed act-of-God days, if there is a need for additional hours to meet the state minimum (1099), the Executive Director for Human Resources will bargain with the Association regarding how to add the hours.

#### Alternative Education

- 1. The Crossroads Alternative High School principal, with assistance from Program administrators, is responsible for assigning the specific work days and hours for personnel employed in each of the various Alternative Education programs.
- 2. Alternative Education enrollments and program needs fluctuate within a given school year. Personnel assignments as to days and hours may, of necessity, change periodically during the school year.
- 3. Employees are to be at their assigned places of duty on time and are to remain until the end of the assigned day or evening. Employees are not to leave a classroom of students unattended at any time except for urgent situations. Arrangements must be made with the immediate supervisor or office prior to leaving the premises.
- 4. In fulfilling their assignments, bargaining unit employees shall be required to prepare and keep records of students' progress, lesson plans, attendance, conference reports, test scores, as determined by the Program Administrator or Principal. All employees are required, as part of their normal teaching assignment, to include duties as directed by their Program Administrator such as, filling out enrollment forms, calling "no shows" on class lists, and documenting reasons for student absences.

# C. DUTY FREE LUNCH PERIOD REGULATIONS

- 1. Elementary bargaining unit members shall be provided with a duty-free lunch period of not less than 35 uninterrupted minutes. Noon supervision duty during inclement weather shall not be handled by employees except when absolutely necessary. In those cases the principal shall secure an individual or individuals for noon supervision duty during inclement weather as an annual assignment. If an individual cannot be secured on an annual assignment, then each employee shall be required on a rotating calendar-day basis with pay (employee's hourly rate) to perform this duty. The employee assigned on the rotating calendar basis shall have the privilege of securing other employees in the building to perform their duty and shall be required to be on said duty for no more than one-half of the employee's lunch period.
- 2. <u>K-12</u> Middle school and high school employees shall be provided with a duty-free lunch period of not less than 30 uninterrupted minutes.
- 3. <u>Alternative Education</u> Employees with an assignment of five hours or more per day shall be entitled to a duty free, half hour, unpaid lunch period.

# D. RECESS DUTY REGULATIONS

- 1. Elementary employees shall not be required to supervise the playground during recess periods. Inclement weather duty within the building may be assigned to employees on a rotation basis with no more than 50% of the employees required to be on duty during a particular day. Recesses shall be included in instruction time as part of the elementary school day for state reporting purposes and shall be a total of 30 minutes.
  - a. 15 minutes of recess will remain duty-free to bargaining unit employees.
  - b. A certified staff member will be assigned to manage students on each playground in order to provide Conflict Resolution and physical fitness for a period of 15 minutes per day. The remainder of the certified staff members will be available to provide instructional time for small groups, individualized tutoring, remediation, make-up work, enrichment, discipline, mentoring, relationship building, or parent communication. The Board recognizes that these activities could be accomplished through a team approach.
- 2. Employees assigned inclement weather duty shall be released early at the end of the working day or allowed to arrive late the following day for an amount of time equivalent to said duty. On staff meeting days and/or parent conferences, the released time shall be taken on the succeeding day.

#### E. CONFERENCE PLANNING

1. Elementary bargaining unit employees shall be provided with a daily conferenceplanning period. With the exception of those mornings designated as staff or curriculum meeting days (also see Article 6, A-1), elementary employees shall be provided with a daily conference-planning period.

- 2. When elementary specials are reinstated to 200 minutes per week, this language shall return to the language of the 2006-2008 Master Agreement (see letter of agreement dated September 2, 2004). All elementary bargaining unit employees will be provided each week with scheduled release time of 200 minutes. This scheduled released time shall be used by the elementary employee as a conference-planning period. In those instances where the district is not able to obtain a substitute for this release time, the elementary classroom employee filling in for an absent special employee shall be paid for the appropriate prorated portion of time at the employee hourly rate (see Schedule B).
- 3. The normal weekly teaching load in secondary schools shall not exceed 25 teaching periods per week (excluding seminar or advisor-advisee contact periods), and a minimum of five conference planning periods, except for some employees with block schedules who will be assigned the equivalent of such periods. For hourly Alternative Education teachers, no more than 30 teaching periods (excluding seminar or advisor-advisee contact periods) and a minimum of five conference planning periods (excluding seminar or advisor-advisee contact periods) and a minimum of five conference planning periods (except for blocks). No changes in the format of the employee's regular work day will occur without consultation with the Association.
- 4. Hourly Alternative Education employees will receive preparation time at the ratio of one hour for every six hours of teaching time. Preparation time shall not apply to bargaining unit employees classified as Academic Advisor.
- 5. All employees will commence full teaching schedules, beginning on the students' first day of school, and continuing until the students' last day of school.

#### F. SCHOOL WORK YEAR

- School Year Schedule C, is based upon 184 in school years 18-19, 184 in 19-20 and 184 in 20-21. Bargaining unit employee work days, including no more than ten (10) working days in June, unless instructional days are missed because of school closings. Instructional days missed will be made up in June by extending the school year the number of days lost. Employees who are new to the District will work 186 days in the years 18-19, 19-20 and 20-21.
- 2. The calendar for K-12 and Alternative Education is shown in Schedule C. School Year Schedule C is based on 184 in school years 18-19, 184 in 19-20 and 184 in 20-21 work days, 186 (18-19), 186 (19-20) and 186 (20-21) for bargaining unit employees new to the District.

#### G. SCHOOL CLOSINGS

On school closings due to inclement weather or equipment breakdown, bargaining unit employees need not report to work on both instruction and inservice days, except when notified to the contrary by the Superintendent of Schools. Instruction days lost are not considered to be work days. Should legislation repeal the need for make-up days, the above language will return to the provisions of the 1984-86 Master Agreement.

## ANCILLARY STAFF ASSIGNMENTS

#### A. INVOLUNTARY TRANSFERS of ANCILLARY STAFF

- 1. Some involuntary transfers from one building to another or reassignments may be unavoidable.
- 2. Any involuntary transfer or re-assignment, will be made only after a meeting between the ancillary staff involved, a representative of the Association if requested by the ancillary staff, and the Executive Director for Human Resources at which time the employee will be notified of the reasons.
- 3. Ancillary staff who are transferred less than seven (7) days prior to the first day of school with students, shall receive two (2) days of pay at bargaining unit member hourly rate.

#### B. VOLUNTARY TRANSFERS of ANCILLARY STAFF

Transfers by request of the ancillary staff shall be honored whenever possible provided that:

- 1. The ancillary staff member is qualified for the position requested.
- 2. Ordinarily requests for midyear transfers shall not be approved.
- 3. Approval of the receiving Principal is presented to the Executive Director for Human Resources.
- 4. Final approval shall be by the Superintendent of Schools.
- 5. Any ancillary staff member denied two requests for transfer within a two-year period will be entitled to a meeting upon request with the Executive Director for Human Resources and an Association Representative at his/her option to discuss the reason for the denial.

#### C. NOTICE OF VACANCIES

Notices of vacancies shall be posted in each building and sent to the Association. No vacancy shall be permanently filled until it has been posted for at least six normal work days. Upon employee request, during the summer months, a list of current postings will be mailed with the paychecks or on payday for employees with 21 pays.

A vacancy is a new or currently unoccupied position to be filled by the Board when all other employees have been assigned positions and for which there is no employee on leave of absence or lay-off status with a claim to the position.

#### ACADEMIC FREEDOM

#### A. RIGHTS

The parties agree that free discussion of historic, scientific, and/or contemporary issues, with free access to all relevant information, is the heart of the democratic process; therefore, the following rights of bargaining unit employees in working with students are accepted.

- 1. The right to study any of the above issues which have political, economic, scientific, or social significance.
- 2. The right to free access of all relevant information.
- 3. The right to study and discuss appropriate academic and educational issues, even though they may be controversial or unpopular, provided the context and presentation is professional and relevant.

#### B. RESPONSIBILITIES

The employee has the responsibility of treating subject matter and the issues thereto in an objective and scholarly manner.

- 1. The employee approaches historic, scientific, and/or contemporary issues in the classroom in an impartial and unprejudiced manner.
- 2. The employee refrains from using his position and prestige to promote a partisan point of view.

#### LEAVE PRIVILEGES

#### A. LEAVES WITH PAY (CHARGEABLE)

- 1. Accumulation of Sick Leave
  - a. <u>Pre K-12</u>

Each bargaining unit employee shall be granted twelve (12) days sick leave per school year with full pay. A sick leave day for less than full-time employees is the portion of a full day for which they are contracted to work. Such days of leave shall have unlimited accumulation and shall be credited at the beginning of the school year. Unused personal leave day(s), as described in A.2.e. below, from the previous school year shall be added to this unlimited accumulation of sick leave.

In the event an employee terminates employment or is granted any unpaid leave of absence, the above twelve (12) days shall be prorated on the basis of 1 sick leave day per 20 work days, rounded off to the nearest 1/2 day. Such proration shall not occur until leave has exceeded 10 consecutive work days.

b. <u>Alternative Education</u>

Each hourly Alternative Education teacher shall be granted one hour sick leave per 15 hours worked. In the section on Use of Sick Leave (A.2.), wherever the word "days" is used, the leave will be considered to be in hours. One day is equal to seven (7) hours for hourly Alternative Education employees.

2. Use of Sick Leave

Accumulated sick leave days may be used for the following reasons:

- a. Personal illness or non job-related injury of the employee.
- b. Illness in the immediate family (spouse, parent, parent-in-law, grandparent, child, stepchild, or stepparent) not to exceed 15 work days, except with approval of the Human Resources Office. Additional days may be used for FMLA qualifying leaves by FMLA eligible employees, as designated by either the Board or the employee.
- c. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by attendance on duty.
- d. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed 3 days per school year.

- e. All employees shall be allowed two (2) personal leave days. One extra personal leave day per year, purchased by exchanging two sick leave days, will be available to teachers. Such days shall not be cumulative and shall be subject to the following provisions:
  - 1. Arrangements for said leave shall be made at least five (5) days in advance with the principal on the proper form. Employees who service more than one building shall have their personal leave approved by the "home building" principal.
  - 2. Matters of an emergency nature shall be allowable upon advance notice to the principal.
  - 3. Personal leave days shall not be used during scheduled parent-teacher conference times or immediately before or after holiday and vacation periods, except in emergencies and with the approval of the HR Office.

Personal leave days shall be subject to the following daily building quotas:

- a) Each elementary building 2 leaves
- b) Each middle school building 3 leaves
- c) High school building 5 leaves
- d) Alternative Education program 3 leaves

No building may exceed its building quota for personal leave days on any single day unless approved by the HR Office.

- f. Extended disability (including pregnancy disability and absence required following adoption of child) for a period in excess of ten (10) consecutive work days.
  - 1. In the event of a disability, the bargaining unit employee shall notify the Human Resources Office. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.
  - 2. An employee on disability leave is to report back to work on the date the employee's physician states that he/she is able to return to work.
  - 3. An employee on disability must submit a written, signed statement from his/her attending physician stating that the employee is capable of returning and performing the essential functions of the assignment.
  - 4. Failure to report to work on the date their disability ends without notification shall be considered as voluntary termination of employment, except under emergency circumstances.
  - 5. The Board shall have the right to request additional medical information or a review of the medical records by a physician of its choice, at the Board's expense, whenever the length of disability is in question. If

disagreement arises, the Board may ask for an examination, at Board's expense, by a mutually agreed-upon physician.

#### B. LEAVES WITH PAY (NOT CHARGEABLE)

- 1. Leaves of absence with pay not chargeable against accumulated sick-leave days shall be granted for the following reasons:
  - a. Death in the immediate family (spouse, parent, grandparent, child, grandchild, brother, sister, stepparent, stepchild, parent-in-law, brother-in-law and sisterin-law) not to exceed 5 work days. This leave is available to employees for making funeral arrangements, travel to/from and attendance at the funeral of immediate family members.
  - b. Absence when a bargaining unit employee is called for jury service less per diem received for jury service. The employee is required to report to their assignment when his/her presence is not required at court.
  - c. Court appearance as witness in any case connected with the employee's employment by the District, or whenever the employee is subpoenaed to attend any proceeding, less per diem received for court appearance. The employee is required to report to their assignment when their presence is not required at court.
  - d. Approved visitation at other schools.
  - e. Approved attendance at educational conferences or conventions, including Association meetings related to instruction. In those instances where the employee is serving as a speaker, the employee may retain all reimbursed expenses (including mileage) and up to the first \$100 of remuneration received for serving as a speaker. Any amount in excess of \$100 will be returned to the Board.
  - f. Approved attendance at the funeral of a current staff member provided that an adequate number of certified volunteer substitutes can be obtained.
  - g. Military reserve training duty, not to exceed two weeks. The Board shall pay the difference between the military pay and the employee's salary.
- 2. Leaves of absence with pay not chargeable against the employee's accumulated sick-leave days may be granted upon recommendation of the principal with approval of the Human Resource Office for the following reasons:
  - a. Approved travel not to exceed one (1) week that is related to employee's assignment.
  - b. Short-term university study, not to exceed two (2) weeks, that is related to employee's assignment. An employee receiving a stipend shall be paid the difference between the stipend and the salary.

#### C. SABBATICAL LEAVES

Sabbatical leave may be granted for a period not to exceed one (1) year for advanced study, on the following conditions:

- 1. The employee shall have taught seven (7) years in the system.
- 2. The stipend of one-half of his/her base pay shall be allowed for said one-year period.
- 3. The employee agrees to return for three (3) years or repay the amount paid.
  - a. In the event the employee completes only one (1) year following sabbatical, he/she shall repay the Board two-thirds of the amount of money received while on sabbatical.
  - b. In the event the employee completes only two (2) years employment following the sabbatical, he/she shall repay the Board one-third of the amount of money received during sabbatical.
- 4. Stipends, fellowships, or other monies awarded or earned while on sabbatical shall be retained by the applicant as well as the Board stipend as defined in 2. above.
- 5. The employee, upon return from sabbatical leave, shall be restored to his/her former position or to one of comparable status.

#### D. WORKER'S COMPENSATION

Any regular employee of the school district who in the line of duty incurs an injury for which he/she receives compensation under the Worker's Compensation Act shall be paid during the period of disability the difference between his salary and the amount received under the Worker's Compensation insurance plan, provided that:

- 1. Said sick-leave benefit is valid by law and payable only if the sick-leave benefit compensation shall not reduce the amount of benefit received by the employee under the Worker's Compensation insurance carrier.
- 2. Said sick-leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick-leave as heretofore determined in this article.
- 3. a. The employee shall not lose earned sick-leave time for that percentage of time compensated under the Worker's Compensation insurance plan.
  - b. If the employee is absent from work for a period of time that would qualify the employee for "loss of income" benefits from Worker's Compensation, the wage benefits received by the employee for the first six (6) days will be reimbursed to the Board. In the event the six (6) day period under law changes, the six (6) day waiting period will be adjusted accordingly.

Once "loss of income benefits" are available to the employee, the Board will pay the employee the difference between the amount received from Worker's Compensation and the amount of daily base wages normally paid to the employee. The amount paid by the Board will be charged on a prorated basis to the employee's available sick leave.

- c. The employee will be paid his/her normal daily wages for the time off necessary because of a confirmed job-related injury. This time off will NOT be charged to the employee's sick leave for the day of the injury or, if needed, the five (5) work days following. The need for such absence will be based on medical verification from the Board's doctor or a doctor approved by the Executive Director for Human Resources. If the doctor recommends that the employee work "with restrictions", the supervisor will consult with the employee and the supervisor will make the final determination if the employee will be allowed to work under the conditions stated by the doctor.
- 4. An employee absent because of a work-related injury will be re-employed in his/her former position if the return to work is authorized by medical personnel approved by the Board and the return is within one (1) year of their initial absence. If the date of return exceeds the one (1) year period, the employee will be re-employed to a position if they are medically recommended for return to work unless he/she would be affected by a reduction in staff as in Article 15.
- 5. Employees shall report any injury or illness, which is job related as soon as it occurs or reasonably becomes known to the employee.

#### E. LEAVES WITHOUT PAY

- 1. Leaves of absence without pay and without credit on the salary schedule shall be granted for a period not to exceed one (1) year for the following reasons:
  - a. Conditions at home require the teacher to remain at home, including child care or adoption (not to exceed three (3) such leaves).
  - b. Personal illness or extended disability on advice of physician.
- Leaves of absence without pay and without credit on the salary schedule may be granted with approval of the Human Resources Office for a period not to exceed one (1) year for the following reasons:
  - a. Self-improvement including graduate study.
  - b. Travel which has been approved by the Board of Education which is consistent with the educational growth of the employee in his/her field.
  - c. Career exploration.
- 3. Military Leaves of absence without pay shall be granted to any employee who shall be inducted, or shall be called, or shall enlist in military duty in any branch of the Armed Forces of the United States.

- a. The duration of the leave shall be for the duration of the call up. Such leave shall terminate upon any voluntary extension of the tour of duty.
- b. The Board shall pay the difference between the military pay and salary for ten (10) working days.
- c. Employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system.
- d. Sick-leave days accumulated from the date of enlistment or draft shall be held for said employee until his return or otherwise held in accordance with other provisions of this Agreement.
- e. The above employee shall not be eligible for the above- stated leave until he/she has taught for a period of no less than ninety (90) working days.
- 4. Peace Corps Leaves of absence without pay shall be granted for up to two (2) years to any employee who joins the Peace Corps, or similar domestic program as a full-time participant in such programs. Such leaves shall be treated as time taught for purposes of the salary schedule set forth in salary Schedules A and B.
- 5. Association Employees who are officers of the Association or Local Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association or Local Association.
- 6. Campaign for Public Office The Board may grant a leave of absence without pay to any employee to campaign for, or serve in, a public office.
- 7. All leaves covered in this section are without pay or fringe benefits and without sickleave accumulation (as described in Section A).
- 8. If a leave period does not exceed one semester within the current school year the employee shall be re-employed in his/her former position. Any tenured employee returning from a leave shall be guaranteed a bargaining unit position unless he/she would be affected by a reduction in staff as in Article 14, Section D.

# F. LEAVES TAKEN UNDER FMLA (Family and Medical Leave Act)

The leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, qualifying military exigency, or for a serious medical condition affecting themselves or their immediate family or defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. If an employee has need for such leave, he/she should contact the Human Resources Office to determine eligibility and arrange the terms of the leave.

The Board or the employee may require substitution of paid days for unpaid FMLA leave as permitted by the Act. If FMLA adoption leaves are repealed or restricted, the parties will revert back to the 1994-1997 Master Agreement language.

## G. GENERAL PROVISIONS

- 1. After three (3) consecutive absences, a medical report may be required at the discretion of the Human Resources Office.
- 2. Any bargaining unit employee who willfully violates or misuses this policy or misrepresents any statement or condition under this policy may be subject to discipline.
- 3. The Human Resources Office may request a medical report to certify the legitimacy of a claim for compensation for absence.
- 4. After having been absent for ten (10) consecutive work days in excess of accumulated sick leave days an employee, upon notification by the Board, shall either apply for a leave of absence or submit a resignation. The employee shall respond within five (5) work days. If a leave is requested, it shall be granted with the same reemployment rights (i.e. 9.C.5., 9.E.8.) as all other leaves.
- 5. Reemployment may be denied for failure to notify the Human Resources Office as directed prior to the termination date of leaves granted in Article 9, section E.
- 6. Unpaid leaves will not generally be approved if a "paid leave" is available that could appropriately be utilized for a requested absence. At the employee's request, the use of short-term disability, when available, will be used before the exhaustion of available paid leave.

#### CONTRACTUAL RELATIONS

#### A. JUST CAUSE – ANCILLARY STAFF

- 1. No ancillary staff shall be disciplined, reprimanded, or reduced in compensation without just cause
- 2. Schedule B is an annual assignment. Bargaining unit employees not renewed for Schedule B positions shall, upon request, be provided with written reasons for the denial of the position and shall have the right to add a written response. The failure to reemploy any employee to a Schedule B position or other assigned responsibilities outside the school day is not arbitrable.
- B. LETTERS OF INTENT
  - 1. Employment letters of intent shall be issued in lieu of contracts prior to May 15 in the absence of a completed Master Agreement.
  - 2. Said letters shall be due back in the office of the principal within ten (10) work days of the date of issue. Extensions of time may be granted upon request to the Superintendent of Schools.
- C. CONCEPT OF PROGRESSIVE DISCIPLINE
  - 1. The Board recognizes the concept of progressive discipline with respect to ancillary staff.

#### INSTRUCTION

#### A. CURRICULUM PROCESS

Curriculum Council recommendations shall be submitted to the Administration and then to the Board for its consideration and action.

#### 1. <u>Curriculum Content or Grade Level Committees</u>

Each employee will choose one Curriculum Content or Grade Level Committee on which to serve for each school year. Employees are encouraged to choose the committee that most closely matches their assignment. The purpose of these committees is to work on and make decisions based on the "how" of curricular issues such as:

- programming
- curriculum development
- material/resource/textbook choice

Committees will give input on curriculum standards, testing, and other issues regarding state accreditation.

Committee meetings will be held as necessary, not to exceed eight (8) times per year.

Committee chairs will be elected by the committee members. Committee representatives of middle and high school content employees may wish to elect cochairs representing the two levels. A list of committees and job descriptions may be found in the Curriculum Council Guidelines document.

#### 2. <u>Curriculum Council</u>

The Curriculum Council will be sixteen (16) elected teachers (one per building), sixteen (16) administrators or administrative appointed representatives and three (3) parents.

The purpose will be:

- to serve as the District School Improvement Committee under school code law including review of M-STEP achievement results
- to disseminate information through the elected representatives to each building
- to review committees' recommendations and review to ensure that proper process was followed
- to direct in-service day activities and recommend staff development activities - create agendas, choose speakers, etc.
- to review communication materials such *as Curriculum Briefs* and make suggestions to the Instruction Office

to present recommendations to the Superintendent of Schools and his/her designee who shall make recommendations to the Board of Education

There will be up to five scheduled meetings of Curriculum Council per school year, which may include one full-day, released time meeting. The Council will be cochaired by the Executive Director for Instruction. The co-chair will be a KEA member elected from the membership of the Council.

All voting of the Curriculum Council shall be accomplished by a written ballot.

Curriculum Council Guidelines describe the duties of Council members.

#### B. CLASS SIZE

 Class size is recognized as a crucial component of being an effective employee. It is the goal of both the Board and the KEA to continuously address this issue. During the duration of this contract, efforts will be concentrated at providing relief within the classroom. Upon completion of this current building program and expiration of this contract, class size will be given priority status in future negotiations.

The Board shall make every reasonable attempt to equalize class size at all levels.

2. Class size guidelines shall be as follows:

All others Secondary

	<u>Ideal No.</u>	<u>Maximum</u>
K-2	22	29
3-5	24	31
Middle	25	32
High School	26	32
Exceptions:	<u>Maximum</u>	
Secondary Physical Educatio	38	
Secondary Vocal and Instrum	Unlimited	
Elementary Split Classes	22	

- 3. If the class size is within one student of the stated maximum, the employee may request a meeting with the principal and the Executive Director for Human Resources to discuss and recommend solutions.
- 4. If the number of students exceeds the ideal number in basic or low level classes and an employee recognizes that the needs of students are not being adequately met because of class size, the employee may invoke the following procedure:
  - a. The employee shall communicate with the principal to define the problem and to recommend a solution in an attempt to resolve the matter.

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- b. In no case shall the maximum class sizes for basic or low level secondary classes exceed 28 students.
- c. A list of basic or low level classes will be reviewed annually by the Executive Director for Human Resources, building principal and the Association.
- 5. In determining class size, students with disabilities will be counted as part of the elementary employees' class load when their enrollment in that classroom reaches .5 FTE or above.
- 6. In the event that the maximum number is exceeded because of an emergency (fiscal or facility limitations), a committee of the Superintendent, the president of the local association, building principal and the affected employee shall meet to discuss options and alternatives to remedy the overload situation.
- 7. There shall be an attempt to balance the assigning of special education students to general education classrooms. However, this shall not preclude other alternatives for the assigning of special education students which employees may voluntarily approve.
- 8. The class count shall start:

Elementary - After 15 work days Secondary - after 15 work days of each semester.

9. It is the Board's goal to observe the standards for class size and caseload stated in applicable rules, regulations and State waivers. In the event that the maximum number is exceeded because of an emergency (fiscal or facility limitations), a committee of the Superintendent, the president of the Association, building principal, Director of Special Education, and the affected employee(s) shall meet to discuss options and alternatives to remedy the overload situation.

# C. LEAST RESTRICTIVE ENVIRONMENT

- 1. Bargaining unit members shall not be required to assist a student with disabilities in the routine scheduled performance of bodily functions or to provide routine, scheduled maintenance of an apparatus in accomplishing such bodily functions (e.g. suctioning, catheterization). The employee shall be informed and instructed as to emergency measure(s) which may be necessary on occasion due to the student's disabilities. Otherwise, it is the employee's responsibility to implement the services or accommodations specified in the IEP while the student is under the employee's supervision.
- 2. In assigning a student with disabilities to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the student's condition, the number of other students with disabilities assigned to the class and the overall class sizes within the applicable classrooms.
- 3. Where necessary in each building there will be a designated staff member and an appropriate designated area for the performing of routine maintenance of an

apparatus to maintain bodily function and/or routine care or maintenance of bodily functions related to an impaired condition of a student.

#### GRIEVANCE PROCEDURE AND ARBITRATION

#### A. GRIEVANCE DEFINITION

1. A grievance is a complaint of an alleged violation or misapplication of provisions of the Master Agreement.

The Association, believing that there has been a violation or misapplication of the provisions of the Master Agreement may file a grievance. In the event the grievance involves the rights of a bargaining unit member or group of employees, the Association may file a grievance provided the grievance is either signed by or otherwise identifies the employee(s) allegedly aggrieved.

2. Grievance - Master Agreement - Any employee or group of employees believing that there has been a violation or misapplication of this Agreement may process the complaint of the alleged violation by continuing the grievance through steps 1, 2, 3 and 4 (Step 4 requires Association approval).

#### B. GRIEVANCE STEPS

Step 1. (Discussion)

An employee with a grievance shall discuss it with the immediate supervisor, Principal, Executive Director for Human Resources, individually or with the Association representative, within ten (10) work days of the alleged violation.

Step 2. (Written to Immediate Supervisor)

- a. An employee having a complaint of an alleged violation shall file form Grievance Complaint Step 2 with the Principal or immediate supervisor within five (5) work days of the conference provided for in Step 1.
- b. The administrator with whom the Grievance Complaint Step 2 has been filed shall respond within five (5) work days on form Grievance Reply Step 2.
- c. The written grievance as contemplated by this paragraph shall:
  - (1) Be specific and contain a statement of the facts upon which the grievance is based. This statement shall be repeated in all succeeding steps.
  - (2) Specify all articles and sections of this Agreement alleged to have been violated or misapplied. These references shall be repeated in all succeeding steps.
  - (3) State the relief requested. This statement shall be repeated in all succeeding steps.

- (4) Be signed by the employee or employees involved, or in the case of an Association grievance, signed by the Association.
- Step 3. (Written to Superintendent of Schools or Representative)

In the event the aggrieved person is not satisfied, he shall have ten (10) work days from the receipt of form Grievance Reply Step 2 to transmit form Grievance Complaint Step 3 to the Superintendent of Schools or representative who shall have ten (10) work days from receipt to approve or disapprove it on form Grievance Reply Step 3.

Step 4. (Arbitration)

- a. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the Association shall have the right to appeal the dispute to an impartial arbitrator who may be selected in accordance with the rules of the American Arbitration Association.
- b. Such appeal shall be taken within twenty (20) work days from the date of receipt of written notice to the grievant of the Superintendent or his/her representatives final determination provided in Step 3.

#### C. REGULATIONS FOR GRIEVANCE STEPS

1. Any grievance not advanced to the next step by the aggrieved within the time limit in that step shall be deemed abandoned and not grievable.

Time limits imposed in Steps 2, 3, and 4 may be extended only by mutual written consent of the Board and aggrieved.

2. The aggrieved has the right to a hearing individually or with the Local Association representative present in Steps 2 and 3.

A request for hearing shall be made to the administrator or Board with whom the grievance has been filed within three (3) work days of the date of the grievance receipt.

- 3. All complaints and replies shall be in written form.
- 4. Copies of the grievance shall be delivered to the Superintendent of Schools or representative and Grievance Chairperson.
- 5. Any grievance not receiving formal reply from the Board's agent within the time limits specified shall automatically be moved to the next step of the grievance procedure. If no reply has been received by the aggrieved at each of the steps necessary to process the grievance, then at the lapse of the final time limit for the maximum step for that grievance, it shall be deemed approved in favor of the grievant.

#### D. UNJUST DISCHARGE

- 1. If any ancillary staff for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.
- 2. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.

#### E. DISPOSITION OF GRIEVANCES

All parties to this Agreement shall make earnest attempts to dispose of grievances at each level, as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be the exclusive procedure to be followed in case of a grievance; provided, however, that where the State law in regard to tenure is in conflict with the Agreement, the State law shall govern.

#### F. EXCLUSIONS

The arbitration procedure shall not apply to the following:

- 1. The non-renewal of a probationary employee.
- 2. Any prohibited subject within section 15(3) of PERA.

## G. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 2. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act [Act IV Public Acts (extra session), of 1937 of Michigan, as amended.]

#### H. BINDING ARBITRATION

- 1. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above.
- 2. It shall be final and binding on the Association, its local members, the employee or the employees involved, the Board and its agents.

#### I. ARBITRATION EXPENSES

- 1. If the grievance is denied by the arbitrator, all fees and expenses of the arbitrator shall be borne by the Association.
- 2. If the grievance is upheld by the arbitrator, all fees and expenses of the arbitrator shall be borne by the Board.
- 3. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other

#### J. BOARD POLICIES AND REGULATIONS

Bargaining Unit Employees and/or Association concerns about alleged violations of Board Policies and Regulations will be discussed with the Executive Director for Human Resources.

#### REDUCTION IN ANCILLARY STAFF

#### A. CERTIFICATION OF PERSONNEL

Certification of bargaining unit employees is determined by the Michigan Department of Education.

#### B. SENIORITY OF PERSONNEL

There shall be two separate seniority lists: one for the Pre-K-12 division and one for the Alternative Education division. Employees who have taught in one division and later teach in the other shall appear on both lists, but they shall retain only the seniority they have earned in each individual division. The District will provide a list of the programs in Pre-K-12 and Alternative Education divisions.

By February 1 of each year, the Board shall furnish to the Association and to all building representatives a copy of the two seniority lists stating the seniority, certification, majors and minors of all teachers. Employees shall have thirty (30) calendar days to correct any errors, provide evidence of additional certification(s), or raise objections to such lists, which shall be done in writing. Failure to timely object, correct errors or provide additional certification will constitute a forfeiture of the right to object to Board decisions based on such lists.

#### <u>K-12</u>

- 1. New bargaining unit employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- 2. The term seniority as hereinafter used shall be length of continuous service with the Kentwood Board of Education and in the KEA bargaining unit within the K-12 division.
- 3. Bargaining unit employees granted an unpaid leave of absence of more than onehalf of a full employee work year in accordance with the provisions of the Master Agreement shall retain but not accumulate seniority during such periods.
- 5. Members of the KEA bargaining unit who accept a position in administration in the Kentwood Public Schools will forfeit all accumulated seniority unless they return to a position in the bargaining unit within a period of two (2) years after leaving the unit. If the former member wishes to return to a bargaining unit position within the two-year period, he/she may return to any opening (vacancy) for which he/she is certified. The return of *a* former member who acquired tenure in the Kentwood Public Schools may not cause any tenured bargaining unit member to be bumped or laid off. The return of a former member who did not acquire tenure may not cause the bump or lay-off of any bargaining unit member. Upon the return of the former member under the above circumstances, he/she will retain only the number of years of seniority he/she had accumulated while a member of the bargaining unit.

6. Credit given for outside teaching experience shall not be considered for the purpose of accumulating seniority. However, Alternative Education employees, who were employed by Southkent Consortium immediately prior to their employment by Kentwood for the 1994-95 school year, have been granted program seniority in Kentwood's Alternative Education division equal to the employee's years of continuous service with Southkent.

Alternative Education program seniority shall be used only within the Alternative Education programs for purposes of assignment, transfer, layoff and recall.

- 6. Any employee shall have seniority on the following basis:
  - a. Starting date
  - b. Board confirmation date
  - c. Date on which written contract was signed based on last date of hire.
  - d. Drawing by lot to break remaining seniority ties.
- 7. Seniority shall be considered continuous when an employee is transferred, or granted a change-of-status request to teach a different grade level within the employee's certification.

#### Alternative Education

- 1. New employees hired into the Alternative Education program are probationary employees as described by the Tenure Act.
- 2. Seniority shall be defined as length of service with the Kentwood Board of Education in the KEA bargaining unit within the Alternative Education division. Bargaining unit employees must work a semester or more each year to accumulate seniority. Accumulation of seniority shall begin with the employee's first working day of continuous employment with Kentwood Public Schools.
- 3. Otherwise, the provisions of paragraphs 3-7 above shall apply in the Alternative Education division.
- C. QUALIFICATION OF PERSONNEL

North Central Association requirements shall apply to grades 7 - 12.

- D. NECESSARY REDUCTION OF PERSONNEL
  - 1. The Board and the Local Association realize that education, to a large degree, depends upon the financial resources available to the Board, and in accordance with this realization, understand that in some instances it may be economically necessary to reduce the educational program and subsequently the staff when funds are not available.

- 2. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
- 3. Notice of layoff of ancillary staff in the K-12 program shall be made no later than 30 days before the end of the first semester and no later than May 31, for the following school year. When the Board determines that ancillary staff layoffs are necessary, an up-to-date seniority list shall be made available in all buildings prior to the layoff notices so that members can verify and/or update valid certification(s).

Any employee who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled as an employee by August 1, shall reimburse the District the amount of benefits through payroll deduction or direct payment to the District.

In Alternative Education, notice of ancillary staff layoff shall be given as soon as possible but not less than 30 days in advance. In the case of an agency or client reduction in staff (DSS, Pine Rest, Business and Industrial Programs), it may be necessary to reduce the number of days below thirty (30), but a minimum of fourteen (14) days notice shall be given. When scheduled classes are canceled, subsequent to the tentative assignment date, no advance notice of layoff is required.

- 4. In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used:
  - a. Probationary ancillary staff employees within each division shall be laid off first where any non-probationary whose position has been curtailed is certified and qualified to perform the services of the probationary ancillary staff.
  - b. In the event seniority ancillary staff must be laid off, layoff of ancillary staff shall be determined by the following order within each division (K-12 and Alternative Education):
    - 1) Certification
    - 2) Seniority within classification
    - 3) Qualifications
- 5. In order to assure that ancillary staff with the least seniority are the ones subject to layoff, it may be necessary to reassign seniority ancillary staff within a division from their current assignments to others areas/grade levels for which they are certified. When making reassignments, seniority of those affected shall be considered.
- 6. Procedure for review and appeal:
  - a. The proposed layoff list shall be delivered to the Local Association president prior to notification of affected employees.
  - b. Upon request of the Local Association president, the Superintendent of Schools shall arrange for a review of the effects of such layoff. The request for

such review shall be made in writing within five (5) working days of the date of the proposed list.

- c. If the Local Association is not satisfied with the review, it may make a written request for a hearing with the Board of Education within five (5) working days after the date of the above review.
- 7. Ancillary staff who is laid off pursuant to this article has the right to be placed in a position in his/her division(s) for which the ancillary staff is certified and qualified which is occupied by the ancillary staff with the least seniority.

#### E. RECALL OF PERSONNEL

- 1. Seniority ancillary staff shall be recalled in inverse order of layoff for new positions for which they are certified and qualified to the division(s) from which she/he was laid off (i.e. K-12 or Alternative Education).
- 2. The recall list shall be maintained by the Board for three (3) full school years or a period equivalent to the individual ancillary staff's accumulated seniority, whichever is greater.
- 3. Failure of ancillary staff to accept a bargaining unit position of at least equivalent time when laid off shall remove the ancillary staff from the recall list.
- 4. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him.

#### NEGOTIATION PROCEDURES

#### A. NEGOTIATORS

- 1. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiators of the other party and each party may select its representatives within or outside the school district.
- 2. The parties mutually pledge that the negotiators selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations, subject only to ultimate ratification.
- 3. A bargaining unit employee engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any necessary grievance or negotiation shall be released from regular duties without loss of salary. Such employees are not to be excused from their duties until a substitute can be secured.

#### B. EDUCATIONAL PILOT PROGRAMS

The Association recognizes the Board's ability to establish educational pilot programs. Prior to implementation, the Board will notify the Association of the duration of any pilot program. Upon completion of a pilot, the Association may demand to bargain the impact.

#### NONSTRIKE CLAUSE

The Local Association and its individual members agree not to strike (i.e. the concerted failure to report for duty, or willful absence of a bargaining unit employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever as long as this Agreement is in effect.

#### SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions and application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or application shall continue in full force and effect.

#### DURATION OF AGREEMENT

#### A. DURATION

This Agreement shall commence August 1, 2021 and shall remain in full force and effect until July 31, 2023.

#### B. PROCEDURES FOR AGREEMENT CHANGES

1. Either of the parties hereto desiring to change or terminate this Agreement shall notify the other party in writing during the terminal year of this Agreement.

2. Negotiations shall be started no later than March 1 of the terminal year, unless a different date is mutually agreed upon by the parties hereto.

Association KCEA Uniserv Director

KEA esident

Chief Negotiation

Board of Education

Mini . President

Whief Negotiator

Date:

Date:

Kentwood Public Schools Salary Schedule A K-12 2021-2022

Yrs Exp	BA 21-22	MA 21-22	MA+ 21-22	
1	40,283	44,312	46,731	
2	41,493	45,520	47,939	
3	43,104	47,537	49,551	
4	43,104	47,537	49,551	
5	43,104	47,537	49,551	
6	50,758	55,593	58,010	
7	53,176	58,414	60,830	
8	55,593	60,830	63,650	
9	58,010	63,650	66,066	
10	60,426	66,469	68,887	
11	60,426	66,469	68,887	
12	60,426	66,469	68,887	
13	64,456	72,109	74,928	
14	64,456	72,915	75,736	
15	64,456	73,721	76,540	
16	64,456	73,721	76,540	
17	64,456	73,721	76,540	
18	64,456	74,928	78,957	
19	64,456	75,736	79,763	
20	64,456	76,136	80,570	
21	64,456	76,136	80,570	
22	64,456	76,136	80,570	
23	64,456	77,346	82,988	
24	64,456	77,749	83,792	
25	64,456	78,152	84,599	
26	64,456	79,328	86,175	

Notes:

1. MA means Masters Degree.

Yrs Exp	BA	MA	MA+ 20-21
			ĺ
1	31.10	34.22	36.09
2	32.04	35.14	37.03
3	33.28	36.71	38.26
4	33.28	36.71	38.26
5	33.28	36.71	38.26
6	39.21	42.94	44.80
7	41.06	45.10	46.98
8	42.94	46.98	49.15
9	44.80	49.15	51.02
10	46.66	51.33	53.19
11	46.66	51.33	53.19
12	46.66	51.33	53.19
13	49.78	55.67	57.84
14	49.78	56.31	58.48
15	49.78	56.93	59.12
16	49.78	56.93	59.12
17	49.78	56.93	59.12
18	49.78	57.84	60.96
19	49.78	58.48	61.60
20	49.78	58.79	62.21
21	49.78	58.79	62.21
22	49.78	58.79	62.21
23	49.78	59.73	64.08
24	49.78	60.03	64.69
25	49.78	60.36	65.33
26	49.78	61.26	66.54

#### Kentwood Public Schools Salary Schedule A1 Alternative Education 2021-2022

Notes:

1. MA means Masters Degree.

# Kentwood Public Schools Salary Schedule A K-12 2022-2023

Yrs Exp	BA 22-23	MA 22-23	MA+ 22-23
	·		
1	41,089	45,199	47,666
2	42,323	46,431	48,898
3	43,966	48,488	50,542
4	43,966	48,488	50,542
5	43,966	48,488	50,542
6	51,773	56,705	59,170
7	54,240	59,582	62,046
8	56,705	62,046	64,923
9	59,170	64,923	67,388
10	61,634	67,799	70,265
11	61,634	67,799	70,265
12	61,634	67,799	70,265
13	65,745	73,551	76,427
14	65,745	74,374	77,251
15	65,745	75,196	78,071
16	65,745	75,196	78,071
17	65,745	75,196	78,071
18	65,745	76,427	80,536
19	65,745	77,251	81,358
20	65,745	77,659	82,181
21	65,745	77,659	82,181
22	65,745	77,659	82,181
23	65,745	78,893	84,648
24	65,745	79,304	85,468
25	65,745	79,715	86,291
26	65,745	80,914	87,899

Notes:

1. MA means Masters Degree.

Yrs Exp	BA	MA	MA+
			ĺ
1	31.73	34.91	36.81
2	32.68	35.85	37.77
3	33.94	37.44	39.03
4	33.94	37.44	39.03
5	33.94	37.44	39.03
6	39.99	43.79	45.70
7	41.88	46.00	47.92
8	43.79	47.92	50.14
9	45.70	50.14	52.04
10	47.59	52.35	54.26
11	47.59	52.35	54.26
12	47.59	52.35	54.26
13	50.78	56.78	59.00
14	50.78	57.44	59.65
15	50.78	58.07	60.30
16	50.78	58.07	60.30
17	50.78	58.07	60.30
18	50.78	59.00	62.18
19	50.78	59.65	62.83
20	50.78	59.96	63.45
21	50.78	59.96	63.45
22	50.78	59.96	63.45
23	50.78	60.93	65.36
24	50.78	61.23	65.99
25	50.78	61.57	66.63
26	50.78	62.49	67.87

## Kentwood Public Schools Salary Schedule A1 Alternative Education 2022-2023

Notes:

1. MA means Masters Degree.

	ADDENDUM TO KENTWOOD	D EDUCATI	ON ASSOCI	ATION		
	KCEA/MEA/NEA MA					
	SCHEDULE B					
	PAY FOR SERVICES BEYOND	THE SCHEL	DULED WOR	(K DAY		
ELEMENT	ARY SCHOOL					
Misc		Step 1	Step 2	Step 3	Step 4	Step 5
	Clubs/Editor Newletter	260	278	297	314	333
	Gifted/Talented Coordinator	629	666	703	741	777
	Intramural Sports (per Hour)					28
	Odyssey of the Mind	330	347	365	385	403
	Red Cross Director	240	260	278	297	314
	Safety Director	815	850	887	925	962
	Science Coordinator	629	666	703	741	777
	Student Council	741	777	815	850	887
MIDDLE S	CHOOL					
Athletics						
	Cheerleading	1428	1517	1611	1702	1796
	Cross Country	2038	2132	2224	2314	2408
	Softball	1666	1717	1850	1944	2038
	Swimming/Diving/Volleyball/Wrestling/Bask	2704	2795	2889	2980	3073
	Tennis/Track	2332	2426	2518	2611	2747
Fine Arts						
	Band	1480	1573	1665	1758	1850
	Choral	1202	1296	1389	1480	1573
	Musical Director	1480	1554	1628	1702	1777
	Musical Assistant-Costumes	260	333	407	481	555
	Musical Asst-Choreographer, Accompanist and Sets	74	112	148	185	222
	Musical Assistant-Drama	148	222	297	368	445
	Orchestra	1222	1296	1369	1444	1515
Other		Step 1	Step 2	Step 3	Step 4	Step 5
	8th Grade Banquet	297	333	368	407	445
	Science/Area Coordinator	297	333	368	407	445
	Computer Coordinator	555	593	629	666	703
	Editor of Building Newsletter	297	333	368	407	445
	Gifted/Talented Coordinator	629	666	703	741	777
	Intramurals (per Hour)					28
	Odyssey of the Mind	518	555	593	629	666
	Other Club	407	445	481	518	555
	Special Olympics	297	333	368	407	445
	Student Council/Yearbook	815	850	887	925	962
	Student Paper	629	666	703	741	777

HIGH SCHOOL		Step 1	Step 2	Step 3	Step 4	Step 5
Athletics	Athletic Trainer	7772	7958	8141	8326	8512
	Ass't Athletic Director	5736	5920	6106	6292	6477
	Baseball/Lacrosse	4626	4812	4997	5181	5365
	V	3331	3516	3701	3885	4071
	Freshman	2961	3145	3331	3516	3701
	Basketball	6477	6661	6845	7030	7401
	VL	3885	4071	4256	4626	4812
	Freshman	3701	3885	4071	4256	4440
	Competitive Cheer	3800	3982	4165	4347	4529
	V	2591	2683	2775	2867	2961
	Freshman	1758	2036	2222	2406	2591
	Cheerleading-Varsity	2775	2961	3145	3331	3516
	V	2591	2683	2775	2867	2961
	Freshman	1758	2036	2222	2406	2591
	Cross Country	3331	3516	3885	4256	4440
	Diving-Varsity	4812	4997	5181	5365	5552
	Dance-Varsity	1850	2036	2222	2406	2591
	VL	1480	1665	1850	2036	2222
	Football-Varsity Head	6477	6661	6845	7030	7401
	-"A" Assistant (5)	4440	4626	4812	4997	5181
	-"B"Assistant(4)	3701	3885	4071	4256	4440
	-78'ers(4)	1665	1850	2036	2222	2406
	Golf	3516	3701	3885	4071	4256
	VL	1296	1665	2036	2406	2775
	Gymnastic	4812	4997	5181	5365	5552
	Assistant	2591	2775	2961	3145	3279
	Ice Hockey	4812	4997	5181	5365	5552
	Assistant	2961	3145	3331	3516	3701
	Soccer	4256	4440	4626	4812	4997
	VL	2222	2407	2591	2775	2961
	Softball	4626	4812	4997	5181	5365
	VL	3330	3516	3701	3885	4071
	Freshman	2961	3145	3331	3516	3701
	Swimming	4812	4997	5181	5365	5552
	Assistant	4737	4885	5032	5181	5330
	Tennis	3701	3885	4071	4256	4440
	VL	2406	2591	2775	2961	3145
	Track	4997	5181	5365	5552	5736
	Assistant	3331	3516	3701	3885	4071
	Volleyball	4812	4997	5181	5365	5552
	VL	3145	3331	3516	3701	3885
	Freshman	2961	3145	3331	3516	3701
	Water Polo	3331	3516	3701	3885	4071
	J.V.	2961	3145	3331	3516	3701
	Wrestling	4997	5181	5365	5552	5736
	VL	3516	3701	3885	4071	4256
	Freshman	2961	3145	3331	3516	3701

	Step 1	Step 2	Step 3	Step 4	Step 5
Instrumental Music					
9th Grade Band	629	703	777	850	925
Advanced String Ensemble	648	720	796	870	925
Advanced Woodwind Ensemble	648	720	796	870	925
Concert Band	1183	1259	1332	1407	1480
Concert Orchestra	629	703	777	850	925
Jazz Band	648	720	796	870	925
*Marching Band Assistant (2)	1183	1259	1332	1407	1480
*Marching Band Color Guard	1573	1665	1758	1850	1943
*Marching Band Director	1472	2591	2683	2775	2867
Pep Band (per appearance)	44	49	52	55	58
Symphonic Band/Orchestra	1332	1407	1480	1554	1628
* includes summer camp					
Vocal Music					
9th Grade Choir	260	333	406	480	554
Concert Choir	222	295	367	441	516
Honors Choir	741	815	887	961	1035
Madrigal Singer	1222	1296	1369	1443	1514
Mans Chorus	292	300	308	314	323
Varsity Voices	1573	1665	1758	1850	1943
Women Chorus	629	703	777	850	925
Drama					
Ass't Accompanist	593	666	741	815	887
Ass't Choreographer	741	815	887	962	1036
Ass't Costumes	323	330	337	343	351
Ass't Makeup	151	158	167	175	181
Ass't Orchestra	1110	1183	1259	1332	1407
Ass't Production	1036	1110	1183	1259	1332
Ass't Sets	1036	1110	1183	1259	1332
Ass't Vocal	1110	1183	1259	1332	1407
Drama Club	222	297	368	445	518
HS Fall Play	1444	1515	1591	1665	1740
HS Musical Director	1850	1943	2036	2127	2222
HS One Act Play	445	518	593	666	741
Other					
Area Coordinator	1183	1221	1258	1295	1330
Bookstore	3109	3145	3183	3218	3255
Class Sponsor-Senior	1515	1553	1589	1627	1664
Class Sponsor-Junior	1222	1259	1296	1332	1369
Class Sponsor-Soph	593	629	666	703	740
Class Sponsor-Fresh	593	629	666	703	740

	Step 1	Step 2	Step 3	Step 4	Step 5
Computer Svcs Coord.	1183	1221	1258	1295	1330
Debate	2628	2663	2701	2736	2774
Debate Assistant	1332	1369	1406	1443	1479
**Department Head	1110	1147	1183	1221	1258
Forensics	2072	2109	2146	2183	2220
Gifted/Talented Coordinator	629	666	703	740	776
***Insights Newsletter	112	130	148	168	185
National Honor Society	1222	1258	1296	1332	1369
Other Clubs	407	445	481	518	555
Radio Station Director	407	445	481	518	555
Shakespeare Club	518	555	591	627	665
Student Council	2036	2072	2109	2146	2183
Student Paper	1296	1332	1369	1406	1443
Weight Training Supervisor					28
Yearbook	1554	1591	1628	1665	1702
** plus \$125 per employee					
*** per edition					
District Wide					
Curriculum Council	593	629	666	703	741
Driver Education-Directo	r 1110	1147	1183	1222	1259
Driver Education - per He	our 22	24	26	28	30
Fine Arts Festival Coordi		333	368	407	445
K-12 Gifted/Talented Co	ord. 1777	1850	1924	1999	2072
Teacher Hourly Rate					28
Committee Chair					558
Building				Teache	r hourly
Multicultural Rep					406

#### ADDENDUM TO KENTWOOD EDUCATION ASSOCIATION KCEA/MEA/NEA MASTER AGREEMENT SCHEDULE B 2022-2023 PAY FOR SERVICES BEYOND THE SCHEDULED WORK DAY

HIGH SCHOOL		Step 1	Step 2	Step 3	Step 4	Step 5
Athletics	Add and a Trackson	7000	0077	0262	0454	0620
	Athletic Trainer Ass't Athletic Director	7888	8077	8263	8451 6386	8639
		5822	6009	6198		6574
	Baseball/Lacrosse JV	4696 3381	4884 3569	5072 3756	5258 3944	5446 4132
	Freshman	3005	3193	3381	3569	3756
	Basketball	6574	6761	6948	7135	7512
	JV	3944	4132	4320	4696	4884
	Freshman	3756	3944	4320	4090	4004
	Competitive Cheer JV	3857 2630	4042 2723	4227 2817	4412 2910	4597 3005
	Freshman	1784	2067	2255	2910	2630
	Cheerleading	2817	3005	3193	3381	3569
	JV	2630	2723	2817	2910	3005
	Freshman Gross Country	1784	2067	2255	2442	2630
	Cross Country	3381	3569	3944	4320	4506
	Diving	4884	5072	5258	5446	5635
	Dance	1878	2067	2255	2442	2630
	VL	1502	1690	1878	2067	2255
	Football-Varsity Head	6574	6761	6948	7135	7512
	-"A" Assistant (5)	4506	4696	4884	5072	5258
	-"B"Assistant(4)	3756	3944	4132	4320	4506
	-78'ers(4)	1690	1878	2067	2255	2442
	Golf	3569	3756	3944	4132	4320
	VL	1316	1690	2067	2442	2817
	Gymnastic	4884	5072	5258	5446	5635
	Assistant	2630	2817	3005	3193	3329
	Ice Hockey-Head	4884	5072	5258	5446	5635
	Assistant	3005	3193	3381	3569	3756
	Soccer	4320	4506	4696	4884	5072
	VL	2255	2443	2630	2817	3005
	Softball	4696	4884	5072	5258	5446
	VL	3380	3569	3756	3944	4132
	Freshman	3005	3193	3381	3569	3756
	Swimming	4884	5072	5258	5446	5635
	Assistant	4808	4958	5108	5258	5410
	Tennis/Bowling	3756	3944	4132	4320	4506
	VL	2442	2630	2817	3005	3193
	Track	5072	5258	5446	5635	5822
	Assitant	3381	3569	3756	3944	4132
	Volleyball	4884	5072	5258	5446	5635
	VL	3193	3381	3569	3756	3944
	Freshman	3005	3193	3381	3569	3756
	Water Polo	3381	3569	3756	3944	4132
	134	3005	3193	3381	3569	3756
	J.V.					
	J.V. Wrestling	5072	5258	5446	5635	5822
					5635 4132 3569	5822 4320 3756

	Step 1	Step 2	Step 3	Step 4	Step 5
Instrumental Music					
9th Grade Band	724	809	894	977	1063
Advanced String Ensemble	745	828	915	1000	1063
Advanced Woodwind	745	020	015	1000	1062
Ensemble	745	828	915	1000	1063
Concert Band	1361	1447	1531	1618	1702
Concert Orchestra	724	809	894	977	1063
Jazz Band	745	828	915	1000	1063
*Marching Band Assistant	1361	1447	1531	1618	1702
*Marching Band Color	1809	1914	2022	2128	2234
*Marching Band Director	1693	2980	3085	3191	3297
Pep Band (per appearance)	50	56	60	63	67
Symphonic Band/Orchestra	1531	1618	1702	1787	1872
<ul> <li>includes summer camp</li> </ul>					
Vocal Music					
9th Grade Choir Director	299	383	467	552	637
Concert Choir Director	256	340	423	507	593
Honors Choir Director	852	937	1020	1105	1191
Madrigal Singer Director	1405	1491	1575	1660	1742
Mans Chorus Director	336	346	354	361	371
Varsity Voices Director	1809	1914	2022	2128	2234
Women Chorus Director	724	809	894	977	1063
<u>Drama</u>					
Ass't Accompanist	682	766	852	937	1020
Ass't Choreographer	852	937	1020	1107	1192
Ass't Costumes	371	379	388	395	404
Ass't Makeup	174	182	193	201	208
Ass't Orchestra	1277	1361	1447	1531	1618
Ass't Production	1192	1277	1361	1447	1531
Ass't Sets	1192	1277	1361	1447	1531
Ass't Vocal	1277	1361	1447	1531	1618
Drama Club	256	342	424	511	595
HS Fall Play	1661	1743	1829	1914	2001
HS Musical Director	2128	2234	2342	2447	2555
HS One Act Play	511	595	682	766	852
2021-2023					
<u>Other</u>	Step 1	Step 2	Step 3	Step 4	Step 5
Area Coordinator	1201	1239	1276	1315	1350
Bookstore	3156	3193	3231	3266	3304
Class Sponsor-Senior	1538	1576	1613	1651	1689
Class Sponsor-Junior	1240	1277	1316	1352	1390
Class Sponsor-Soph	602	639	676	714	751
Class Sponsor-Fresh	602	639	676	714	751
Computer Svcs Coord.	1201	1239	1276	1315	1350
55	1201	1235	12/0	1313	1350

	Step 1	Step 2	Step 3	Step 4	Step 5
Debate	2667	2703	2741	2777	2816
Debate Assistant	1352	1390	1427	1465	1501
**Department Head	1127	1164	1201	1239	1276
Forensics	2103	2141	2178	2216	2253
Gifted/Talented	639	676	714	751	788
***Insights Newsletter	113	132	150	171	188
National Honor Society	1240	1276	1316	1352	1390
Other Clubs	413	451	488	525	564
Radio Station Director	413	451	488	525	564
Shakespeare Club	525	564	600	637	675
Student Council	2067	2103	2141	2178	2216
Student Paper	1316	1352	1390	1427	1465
Weight Training Supervisor					28
Yearbook	1577	1614	1652	1690	1728
** plus \$125 per employee					
*** per edition					
District Wide	Step 1	Step 2	Step 3	Step 4	Step 5
Curriculum Council	602	639	676	714	752
Driver Education-Director	1127	1164	1201	1240	1277
Driver Education - per Hour	23	24	26	28	30
Fine Arts Festival	302	338	374	413	451
K-12 Gifted/Talented Coord.	1804	1878	1953	2029	2103
Teacher Hourly Rate					28
Committee Chair					567
Building Representative/Curriculium				Teache	r hourly
Multicultural Rep					412

# **APPENDIX A**

#### Kentwood Public Schools 2021-2022 Calendar

			lube					0 wo	rk day 7 Instr	/s – F uctior	Regula n Day	aff Or ar Sta s		20	work	days			tion d	ays
-	Μ	т	July W	т	F	S	August S M T W T F S						S	м	T	otem W	T	F	S	
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	19	30	31	29	30	31					26	27	28	29	30		
21	work				ion da	ays	19	work				ion da	ays	13	work	days			tion d	ays
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17	18	12 19	13 20	21	15 22	16 23	7	15	16	10	18	12	20	12	13	14	8 15	9 16	17	18
24	25	26	27	28	29	30	21	22	23	24	25	26	27	19	20	21	22	23	24	25
31	20	20	21	20	20	00	28	29	30	27	20	20	21	26	27	28	29	30	31	20
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21	21 work days/20 instruction days 18 work days/18 i							/18 in	struct	ion da	ays	23	works	days	/23 ir	struc	tion d	lays		
		Ja	anua	ry			February						March							
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9	10	11	12	13	14	15 22	6	7	8	9	10	11	12	6	7 14	8	9	10	11	12
16	17 24	18 25	19 26	20	21 28	22	13	14	15	16 23	17 24	18 25	19 26	13	21	15	16 23	17 24	18 25	19 26
23 30	31	20	20	21	20	29	20	21 28	22	23	24	20	20	20	28	22	30	24	20	20
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10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
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First Day of School is a Full Day for Students & Staff Last Day of School is a Half Day for Students & Staff							taff		18	0 inst	ructio	on da	vs							
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H	Half Da	ay for	Stud	ents/ł	KEA A	\ftern	oon R	Record	ds Da	y –								v. 2.2	25.21	

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#### Kentwood Public Schools 2022-2023 Calendar

July					13 work days – New Staff Only 11 work days – Regular Staff 8 Instruction Days August				20 work days/20 instruction days September											
S	м	т	W	Т	F	S	S	м	т	W	T	F	S	s	м	T	W	T	F	S
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10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
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16	17	18	19	20	21	22	13	14	15	16	17	18	19	11	12	13	14	15	16	17
23	24	25	26	27	28	29	20	21	22	23	24	25	26	18	19	20	21	22	23	24
30	31						27	28	29	30				25	26	27	28	29	30	31
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15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
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9	10	12	13	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
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	First Day of School is a Full Day for Students & Staff																			
Last Day of School is a Half Day for Students & Staff						tan					on da		lar e							
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	Half Day for Students/KEA Afternoon PD K-12										k ua	y5 101	new	Stall						
	alf Da									v										
										/								v. 2.2	25.21	
	Half Day for Students and KEA Staff v. 2.25.21																			

# **APPENDIX B**

# FULL-TIME TEACHERS INSURANCE OPTIONS OVERVIEW FOR 2021/2023 SCHOOL YEAR

	MESSA Choices None 0%	MESSA ABC Plan 1 \$1,400/\$2,800 0%	MESSA Dental/Vision Only	
Employee Cost	The board will contribute the allowed PA152 cap amount towards the total cost of the MESSA Choices II PAK based on your tier election.	The board will contribute the allowed PA152 cap amount towards the total cost of the <b>MESSA ABC Plan 1</b> \$1,400/\$2,800 0% based on your tier election.	The board will pay 90% of the MESSA Dental/Vision Only monthl premium.	
	If <b>MESSA Choices None 0%</b> is elected, Full-time employees will pay the difference of the <b>MESSA Choices None</b> <b>0%</b> premium and the PA152 allowed CAP amount.	If MESSA ABC Plan 1 \$1,400/\$2,800 0% is elected, Full-time employees will pay the difference of the MESSA ABC Plan 1 \$1,400/\$2,800 0% premium and the PA152 allowed CAP amount.	If <b>MESSA Dental/Vision Only</b> is elected, full time employees will pay 10% of the <b>MESSA Dental/Vision</b> <b>Only</b> monthly premium.	
	Employee contributions will be deducted in pretax dollars unless otherwise requested.	Employee contributions will be deducted in pretax dollars unless otherwise requested.	Employee contributions will be deducted in pretax dollars unless otherwise requested.	
Cash In-Lieu Payment	N/A	N/A	With the election of <b>MESSA</b> <b>Dental/Vision Only</b> and waiving medical and prescription coverage.	
			Full-time employees receive \$250.00 monthly cash compensation.	
Medical	MESSA Choices II -Group# 245J/S  • Deductible - None	MESSA ABC Plan 1 \$1,400/\$2,800 0% - Group# 245J/S	There is no medical coverage with this option	
Prescription	MESSA Saver Rx Copayments range from \$2 to \$40 (and more than \$40 if a patient insists on purchasing a brand name when a generic is available and medically	MESSA ABC Rx Subject to annual deductible - After deductible covered at Saver RX Copayment range.	There is no prescription coverage with this option	
Dentel	appropriate). Delta Dental - Group # 06178-10	Delta Dental - Group# 06178-10	Delta Dental - Group# 06178-11	
Dental	Plan year July 1 <sup>st</sup> - June 30 <sup>th</sup>	Plan year July 1 <sup>st</sup> - June 30 <sup>th</sup>	Plan year July 1 <sup>st</sup> - June 30 <sup>th</sup>	
Vision	Vision Service Plan VSP 2 Plan year is July 1 - June 30.	Vision Service Plan VSP 2 Plan year is July 1 - June 30.	Vision Service Plan VSP 3 Plan year is July 1 - June 30.	
Life Insurance	\$30,000 life - \$30,000 AD&D (\$35,000 total including \$5,000 additional coverage medical plan)	\$30,000 life - \$30,000 AD&D (\$35,000 total including \$5,000 additional coverage with medical plan)	\$45,000 life - \$45,000 AD&D	

## **APPENDIX B**

# FULL-TIME TEACHERS INSURANCE OPTIONS OVERVIEW FOR 2021/2023 SCHOOL YEAR

Long Term Disability	66 2/3% of monthly salary to a maximum of \$5,000 per month. 90 calendar day waiting period with modified fill	66 2/3% of monthly salary to a maximum of \$5,000 per month. 90 calendar day waiting period with modified fill	66 2/3% of monthly salary to a maximum of \$5,000 per month. 90 calendar day waiting period with modified fill
Footnotes	Full Plan Details Available on KPS Website	Full Plan Details Available on KPS Website	Full Plan Details Available on KPS Website
	Full-time employees: 1.0 FTE (30 or more hours per week)	Full-time employees: 1.0 FTE (30 or more hours per week)	Full-time employees: 1.0 FTE (30 or more hours per week)
	The cost is based on the employer paying the allowed PA 152 cap amounts and the employee paying the difference in the <b>MESSA Choices None</b> 0% monthly premium.	The cost is based on the employer paying the allowed PA 152 cap amounts and the employee paying the difference in the <b>MESSA ABC Plan 1</b> \$1,400/\$2,800 0% monthly premium.	The cost is based on the employee paying 10% of the <b>MESSA Dental/Vision Only</b> monthly premium.
	PA 152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations.	PA 152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations.	
	Employee premiums will be adjusted annually to reflect the annual rates given by MESSA.	Employee premiums will be adjusted annually to reflect the annual rates given by MESSA.	Employee premiums will be adjusted annually to reflect the annual rates given by MESSA.

This comparison is intended as an easy-to-read summary. An official description of benefits can be found at MESSA.org. All cost and options are subject to change pending contract negotiations.

# **APPENDIX B**

# FULL-TIME TEACHERS

# INSURANCE OPTIONS OVERVIEW

#### FOR 2021/2023 SCHOOL YEAR

	MESSA Choices \$500/\$1,000 10%	MESSA ABC Plan 1 \$1,400/\$2,800 HSA 20%
Employee Cost	FULL-TIME EMPLOYEES working 30 hours or more per week	FULL-TIME EMPLOYEES working 30 or more hours per week
	The board shall contribute the allowed PA 152 CAP amounts towards the total cost of the MESSA Choices \$500/\$1,000 10% premium.	The board shall contribute up to the allowed PA 152 CAP amounts towards the total cost of the MESSA ABC Plan 1 \$1,400/\$2,800 HSA 20% premium.
	If MESSA Choices \$500/\$1,000 10% is elected, full- time employees will pay the difference of the MESSA Choices \$500/\$1,000 10% premium and the PA 125 CAP amount.	If MESSA ABC Plan 1 \$1,400/\$2,800 HSA 20% is elected, full- time employees will pay the difference of the MESSA ABC Plan 1 \$1,400/\$2,800 HSA 20% premium and the PA 152 allowed CAP amount.
	Employee Contributions will be deducted in pre-tax dollars unless otherwise requested.	Employee Contributions will be deducted in pre-tax dollars unless otherwise requested.
Cash In-Lieu Payment	N/A	N/A
Medical	MESSA Choices \$500/\$1,000 10% Group #245J/S    Deductible (Subject to Federal Mandates)	MESSA ABC Plan 1 \$1,400/\$2,800 H8A 20% Group #245J/S
	After deductible is met, 10% Co-insurance	After deductible is met, 20% Co-insurance
Prescription	MESSA Saver Rx Copayments range from \$2 to \$40 (and more than \$40 if a patient insists on purchasing a brand name when a generic is available and medically appropriate).	MESSA ABC Rx Subject to annual deductible - After deductible covered at Saver RX Copayment range.
Dental	Delta Dental - Group# 06178-10 Plan year July 1 <sup>st</sup> - June 30 <sup>th</sup>	Delta Dental - Group# 06178-10 Plan year July 1 <sup>st</sup> - June 30 <sup>th</sup>
Vision	Vision Service Plan VSP 2 Plan year is July 1 - June 30.	Vision Service Plan VSP 2 Plan year is July 1 - June 30.
Life Insurance	\$10,000 life - \$10,000 AD&D (\$15,000 total including \$5,000 additional coverage medical plan)	\$10,000 life - \$10,000 AD&D (\$15,000 total including \$5,000 additional coverage with medical plan)
Long Term Disability	66 2/3% of monthly salary to a maximum of \$5,000 per month. 90 calendar day waiting period with modified fill	66 2/3% of monthly salary to a maximum of \$5,000 per month. 90 calendar day waiting period with modified fill
Footnotes	Full Plan Details Available on KPS Website	Full Plan Details Available on KPS Website
	Full-time employees: 30 or more hours per week	Full-time employees: 30 or more hours per week
	The cost is based on the employer paying the allowed PA 152 cap amounts. The employee paying the difference in the <b>MESSA Choices \$500/\$1,000 10%</b> monthly premium.	The cost is based on the employer paying the allowed PA 152 cap amounts. The employee cost is the difference between the PA 152 cap and the <b>MESSA ABC Plan 1 \$1,400/\$2,800 HSA 20%</b> monthly premium.
	PA 152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations.	PA 152 District paid Cap amounts change on an annual basis and will be updated annually in the insurance calculations.
	Employee premiums will be adjusted annually to reflect the annual rates given by MESSA.	Employee premiums will be adjusted annually to reflect the annual rates given by MESSA.

This comparison is intended as an easy-to-read summary. An official description of benefits can be found at MESSA.org. All cost and options are subject to change pending contract negotiations.

# **APPENDIX C**

Written Reprimand

# SAMPLE

TO: Name...

FROM: Supervisor's Name

SUBJECT: Verbal/Written Reprimand

DATE: 2/12/09

# TEXT

Employee Signature (*My signature does not indicate either approval or disapproval of its content.*)

Date

Supervisor Signature

Date

CC: Human Resource Building File

# **APPENDIX D**

Grievance

FINAL DISTRIBUTION:

- 1 AGGRIEVED
- 1 IMMEDIATE SUPERVISOR
- 1 SUPERINTENDENT OF SCHOOLS
- 1 GRIEVANCE CHAIRPERSON
- 1 KCEA UNISERV DIRECTOR

# KENTWOOD PUBLIC SCHOOLS EDUCATION ASSOCIATION GRIEVANCE COMPLAINT FORM

NAME(s) OF GRIEVANT(s) \_\_\_\_\_\_ BUILDING \_\_\_\_\_\_CLASS OF GRIEVANCE \_\_\_\_\_

# DATE CAUSE OF GRIEVANCE OCCURRED:

STATEMENT OF FACTS LEADING TO ALLEGED VIOLATION:

SPECIFIC ARTICLE(S) AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED:

RELIEF SOUGHT: \_\_\_\_\_

- A. STEP 1 (Discussion)
   (Within 10 work days of alleged violations)
   Date of meeting with supervisor: \_\_\_\_\_\_
- B. STEP 2 (Written to Immediate Supervisor)
  - 1. Filing Request (within 5 work days of conference in Step 1)

Grievant	Date	Grievance Chairperson	Date

# **APPENDIX D**

Grievance

2. <u>Response</u> (from Supervisor within 5 work days of Step 2)

Disposition by Supervisor:

Signature of Supervisor

D)

Date

STEP 3 (Written – to Superintendent or Designee) C)

> Filing Request (Within 10 work days of receipt of Step 2 response) 1.

Date of meeting Step 3 request) <u>Response</u> (within 10 work days of S	(within 10 work days	Date of receipt of								
Response (within 10 work days of S	Step 3 meeting)									
	Response (within 10 work days of Step 3 meeting)									
Disposition by Superintendent or Designee:										
Signature of Superintendent or Des	ignee	Date								

Grievant	Date	Grievance Chairperson	Date

NOTE: It will be the Association's responsibility to file for arbitration with the American Arbitration Association.