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7/31/2002

MASTER AGREEMENT

1999-2002

KINGSLEY AREA SCHOOLS

PROFESSIONAL STAFF

Kingsley Area Schools

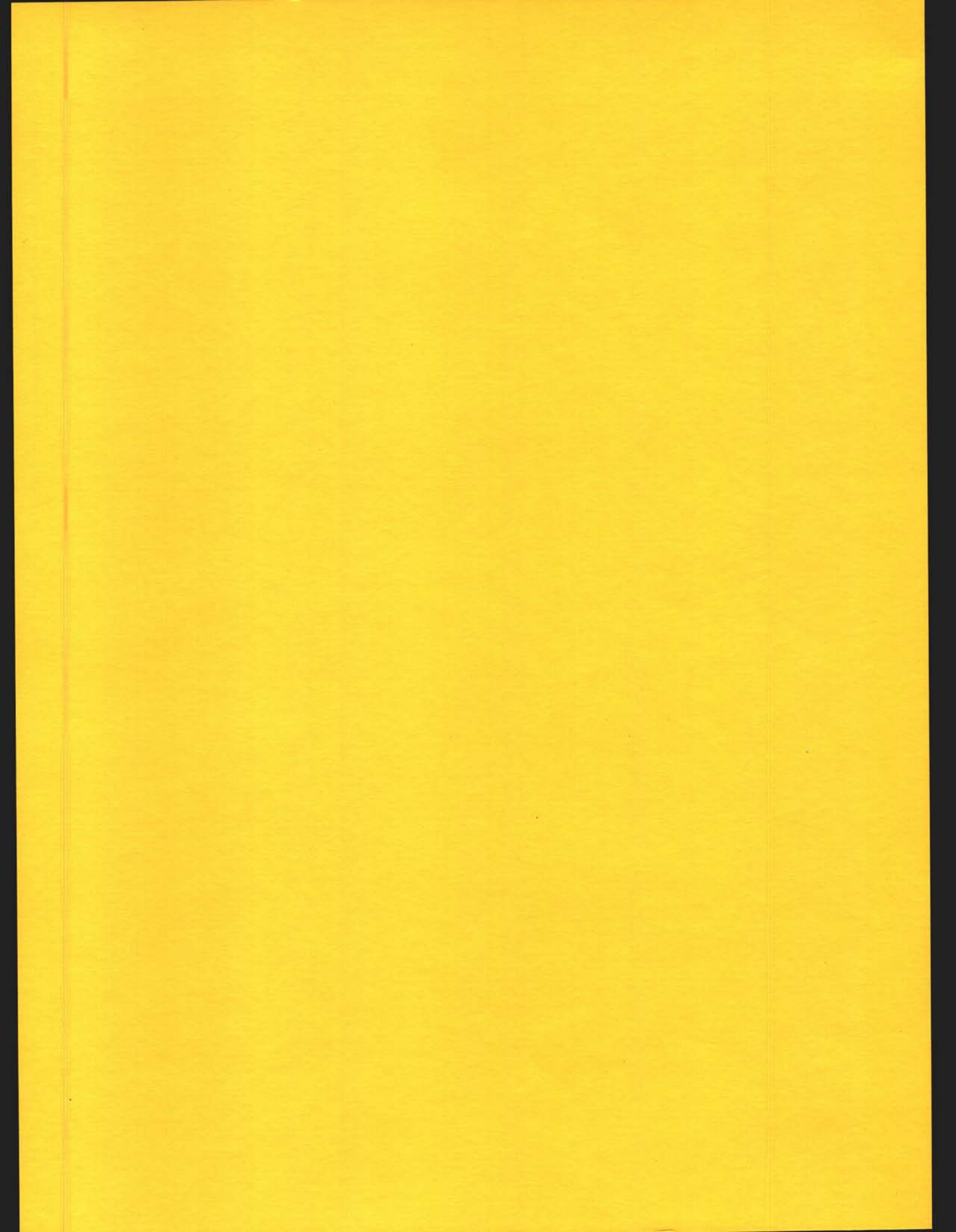


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ARTICLE I. PREAMBLE

- A. WHEREAS, the Board of Education of the Kingsley Area School District (herein referred to as the Board) and the Kingsley Federation of Teachers (hereinafter referred to as the Federation) recognize and declare that the implementation , development, and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
- B. WHEREAS, this common high purpose may best be achieved by close consultation, mutual respect, and understanding between the Board and the Federation, and
- C. WHEREAS, the Federation recognizes that the Board under law, has the final responsibility for establishing policies for the district, and
- D. WHEREAS, the Board recognizes that teaching is a profession and the skills, knowledge, and creative capacities of teachers contribute greatly toward the goal of high-quality schools for the district, and
- E. WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, hours of employment and working conditions, and
- F. WHEREAS, the majority of the employees covered by this agreement did, in March 1985, choose the Kingsley Federation of Teachers as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- G. WHEREAS, the parties, following deliberate professional negotiations have reached certain understandings, and
- H. WHEREAS, the Board and the Federation desire to incorporate such understanding into a written collective negotiations agreement in the belief that such action is in the best interest of the students attending school therein, the teachers represented by the Federation and the residents of the Kingsley Area School District,
- I. NOW THEREFORE, in consideration of the following covenants the Federation and the Board hereby agree as follows:

ARTICLE II. RECOGNITION

- A. The Board recognizes the Federation as the exclusive representative of all the certificated personnel, exclusive of supervisory personnel employed or to be employed by the Board, which hereby designates the Federation to be such by its representatives.

ARTICLE III. FEDERATION RIGHTS

- A. The Board agrees to recognize and observe all the rights given the Federation pursuant to Act 379 of 1965, and all other applicable laws.
- B. The Board and the Federation recognize the right of either party to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.

C. The Board recognizes the right of the Federation to consult with the Board or Administration on:

- 1) Any new or modified fiscal, budgetary or tax programs,
- 2) Construction programs,
- 3) Major revisions of educational policy,
- 4) Any new or innovative programs, including contracted learning,

and the Federation shall be given opportunity to advise the Board at an open meeting with respect to the above matters prior to their adoptions and/or general publication.

D. The KFT shall be given the right to meet with the administrator involved to review hiring plans for certified staff and give input. The KFT will provide representation to review credentials of final applicants.

E. Payroll Deductions: Individuals may assign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Federation. The deduction of membership dues shall be made from the first paycheck each month for ten (10) months beginning in September, ending in June of each year.

F. The Board shall also make payroll deductions upon written authorization from teachers for annuities, charitable donations, credit union, savings bonds, or any other plan or programs jointly approved by the Federation and the Board.

ARTICLE IV. TEACHER RIGHTS AND RESPONSIBILITIES

A. Personal and Professional Life

1. The Federation and the teacher recognize that the basic duty of each teacher is to use his skill as a teacher in the most effective and proper manner to assure the highest possible quality of education in the Kingsley Area Schools.
2. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time in the preparation of projects, lesson plans, grading of papers, and counseling parents.
3. The Federation and the teachers recognize that teaching is a profession which requires the highest standards of personal conduct from its members.
4. In order to insure continued improvement of the education process in the Kingsley Area Schools, the Federation and the teachers will assist in the study, revision, updating, and amending of school curriculum.
5. The Federation and the teachers recognize their responsibility to keep themselves informed concerning school programs, and to interpret the school and its program to the community to the best of their ability.
6. The Federation and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings.
7. Teachers shall be responsible for the supervision and safety of students in the school building and on the school grounds during the time that these students are directly assigned to the teacher.
8. Teachers are expected to exercise reasonable care of their use of school equipment and shall be responsible for the condition of their classrooms during the time that they are using the classroom or equipment.

9. Teachers shall not leave their class unattended for personal pleasure.
10. Staff recognizes the importance of making regular parental contacts.

B. Vacancies, Promotions, Reassignments and Transfers

1. The superintendent, or his designee, will give written notice to the president of the Federation or his designee whenever vacancies occur or when a new professional position is to be created. The Federation shall be responsible for the appropriate posting of said notice.
2. Teachers in Kingsley Area Schools who desire to apply for such vacant position shall file their application in writing with the superintendent, or his designee. The superintendent, or his designee, will acknowledge such applications in writing. It is recognized that the right of selections of personnel to fill said position remains entirely within the discretion of the Board.
3. Teachers who desire a transfer or change of assignment may make their desires known on an annual questionnaire or by letter to the superintendent of schools. Such requests will be acknowledged in writing and must be renewed each year.

In honoring requests for transfers the instructional requirements and the best interest of pupils and the school system will be considered.

4. Teachers will be informed by the superintendent prior to involuntary transfers or assignment within the system, and the reason for such transfer will be given.
5. Teachers shall be notified in writing of their tentative program changes for the coming year, including the school to which they will be assigned, grade, subjects they will teach, and any special or unusual assignments which have been made. The notice will be given as soon as practical, and under normal circumstances not later than the last Friday in May of the current school year.
6. Teachers shall not be required to perform health services of a medical nature such as catheterization or suctioning, or of a personal hygiene nature such as changing diapers or toileting.

C. Board Support of Teachers

1. Teachers are responsible for the control and discipline of students in the classroom or in such places or at such times as the students may be under the jurisdiction of the teacher. Any assault by a child upon a teacher shall be promptly reported to the teacher's immediate supervisor. The Board recognizes its responsibility to give reasonable support and assistance to all teachers with respect to control and discipline.
2. Teachers will be notified without delay of complaints made against them by parents. The teacher will be granted an opportunity to answer complaints either in conference or in writing at the discretion of the principal. If complaints are not deemed serious enough to inform teachers of them, such complaints will not be permitted to be used in future disciplinary actions.
3. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the student with a report of misconduct to be presented to the principal at the time of exclusion.

D. Teacher Evaluation

Board Statement: Evaluation of the effectiveness of teaching is a basic if not the most important function of administration.

1. Evaluating teacher competency is not an easy task. It requires mutual understanding, effective tools and techniques, skill and cooperation.
Effective evaluation is based upon well-understood policies and criteria of performance developed through cooperative participation of teachers, administrators, and the Board of Education.

2. The performance of each teacher shall be evaluated in writing by his principal. Each probationary teacher shall be evaluated at least two (2) times during the school year: within three (3) months after his commencement of service; and not less than 75 calendar days prior to the end of the school year.

Each tenured teacher with 2-10 years experience must be evaluated a minimum of once every 2 years; those with more than 10 years experience must be evaluated a minimum of once every 3 years. All evaluation schedules are minimums and may be made more frequently when the supervisor sees such a need. Any tenured employee who wants to be evaluated more frequently than the minimum, will have it done by making the request in writing to his/her principal.

3. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher.
4. A teacher will receive, no later than five (5) working days after his evaluation is made, a copy of that evaluation report which has been prepared by his evaluator. Within the next five (5) working days the teacher has the right to a conference with the evaluator to discuss this report.
5. A committee of teachers and administrator(s) will be formed to work on clarifying the language and process for teacher evaluations. This will make the process more uniform among the three schools.

6. Mentor System for Probationary Teachers

- a. The Federation president shall, at the start of the school year, present to each principal, a list of mentor teachers available to serve as a mentor.
- b. The principal shall appoint a mentor from that list for each probationary teacher on the staff.
- c. The mentor shall be provided released time for a minimum of three classroom evaluations per year. Each classroom visitation must be followed by a conference with the probationary teacher during common conference time.
- d. The mentor shall be responsible for meeting with the principal regularly during the school year to give their input and insight on the probationary teachers job performance.
- e. The mentor shall be invited to all evaluation sessions between the principal and probationary teacher.
- f. When a principal identifies a tenured staff member who is having difficulty, the principal has the option to assign a mentor to that staff member under the same provision as spelled out for the probationary teacher.

E. Release Time

One hour of release time shall be provided for the purpose of a two hour in-service training program. The second hour shall be given by the teachers. These meetings shall be held once during each six-week marking period.

A committee of teachers and administrators shall plan and organize programs. If no program is planned then the in-service meeting will be cancelled.

F. Review of Personal File

Each teacher shall have the right, upon request, and in the presence of a member of the administration to review the contents of his personal file. A representative of the Federation may, at the teacher's request, accompany the teacher in this review. No teacher shall be given access to credentials or recommendations received from college or professional placement agencies. Each teacher's personal file shall contain the following minimum items of information:

1. All the teacher's evaluation reports
2. Copy of teaching certificates
3. Copies of annual contracts
4. Tenure recommendation

G. Substitute Teachers

1. A teacher shall notify his principal at the earliest possible time after determining that he will not be able to report for duty. Notification on the previous day is highly desirable. It shall be the responsibility of the administration to arrange for a qualified substitute teacher.
2. Teachers will be used to cover classes only in cases of emergency.

H. Lesson Plans

1. It is the teacher's responsibility to provide adequate and complete plans for the use of the substitute. The administration may require copies of lesson plans and/or substitute plans to be turned in by Monday prior to the start of school that week.
2. It is the responsibility of the administration to provide guidelines for lesson plans. These guidelines are to be included as Appendix E.

ARTICLE V. SCHOOL BOARD RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce, reasonable rules and personnel policies relating to duties and responsibilities of the teacher and the working conditions which are not inconsistent with this agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline, or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this agreement.
- D. The matters contained in this Agreement are not subject to further negotiations during the term of this Agreement, except by mutual consent of both parties.

ARTICLE VI. TEACHING CONDITIONS

A. Calendar

1. The 1999-2000 calendar is attached hereto as Appendix C. It is understood that the Superintendent or his designee and a representative of the KFT shall negotiate the calendars for 2000-2001 and 2001-2002 date and that said calendar shall be subject to ratification by both parties and shall not be in conflict with state rules or regulations. The KFT agrees to add 15 minutes per day to the 1999-2000 calendar with extra compensation as outlined in Article XIX.
2. The Board of Education reserves the right to reschedule any student instruction days in the calendar which are cancelled and are not allowed to be counted as a day of instruction as per state law of Department of Education regulations.
3. Adjustments in the school calendar to reduce or extend the school year to comply with no more than 181 student instruction days and no more than 185 teacher work days will be made and announced by the Employer on or before May 1 each school year. All such adjustments shall impact only the end of the school year. Exams will always be held on the last days of school.
4. Calendars for subsequent school years covered by this agreement shall be mutually agreed upon and shall comply with all existing rules and regulations of the State of Michigan. However, it is understood that compensation for any extra time added to future calendars beyond this contract shall be subject to negotiations.

B. Working Hours

1. Teachers shall be at their teaching stations at 7:40 a.m. and will remain in the building until 10 minutes after dismissal of students or unless other arrangements are made with their immediate supervisor. When conferences are scheduled with parents or persons interested in the welfare of the child, teachers shall remain until the conference has been completed. Teachers may not be required to hold said conference when one (1) days advance notice has not been given.
2. A teacher shall be expected to attend professional staff meetings when called by the principal. A teacher may place appropriate educationally related items on the agenda for the meeting. The agenda for meetings should be presented to the teacher at least one day in advance of the meeting.
3. All teachers shall be scheduled for a duty-free midday period, of at least thirty (30) minutes.
4. All teachers shall be provided no less than 50 minutes duty-free during the school day for the purpose of planning, preparing lessons, student conferences, parent conferences and in-service meetings.
5. The student day will begin at 8:29 a.m. and end at 3:15 p.m.

C. Class Size

1. The Board agrees to strive for an average class size of 25 pupils per individual section in grades K-2 and for 28 pupils per individual sections in grades 3-6.
2. Should the average in any given grade exceed this number for more than 30 school days, a committee shall be formed of the teachers from the affected area, the principal and the superintendent. This committee has one month in which to agree to: 1) a solution to the problem or 2) waive the rule for a set period of time.
Should the committee fail to agree to either of these alternatives, then the Board shall add general teacher aide time according to the following:

Less than one pupil above average.....	0 aide hrs/day
0-1.99.....	1 aide hrs/day
0-2.99.....	2 aide hrs/day
0-3.99.....	3 aide hrs/day
0-4.99.....	4 aide hrs/day
0-5.99.....	5 aide hrs/day

3. The aide hours are total for the affected grade level groups and shall be assigned by the principal where he/she sees the need.
4. If the pupil number reverts to the agreed averages or lower, the added aide time shall be cancelled.
5. In case of failure of an operating millage (including a regional millage) request, this section on class size shall be held in abeyance until the millage passes.
6. The KFT Ed Committee would meet in mid-May to make specific recommendations regarding K-12 class size referring them to Board Ed Programming Committee for their action.

D. Teacher Assignments

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause outside the scope of their teaching certification or their major or minor field of study.

E. Non-Teaching Duties

The Board and the Federation acknowledge that a teacher's primary responsibility is to teach, and that his energies should be utilized to this end. It is agreed that teachers will be relieved of non-teaching duties to the extent possible and practical through the use of non-teaching personnel to perform clerical-type tasks.

F. Teaching Facilities, Equipment and Supplies

1. Both parties recognize that the availability of optimum school facilities, equipment and supplies for both student and teacher are necessary to insure the high quality of education that is common goal of the Federation and the Board. The Board recognizes:
 - a) That appropriate texts, instructional aids and supplies are the tools of the teaching profession. The parties will confer at least one time each semester for the purpose of improving the selection and use of such educational tools.

The Board undertakes promptly to act upon all joint recommendations thereon made by its representative and the Federation.
 - b) That sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment and other materials deemed as necessary tools of the teaching professions should be provided.
 - c) Space should be provided in each classroom in which teachers may safely store instructional materials and supplies.
 - d) That a teacher work area contains adequate equipment and supplies to aid in the preparation of instructional material should be made available.
2. Teachers will be informed as soon as possible as to the disposition of their requisitions for supplies, materials, and equipment by their principal.

ARTICLE VII INDIVIDUAL CONTRACTS

- A. All individual contracts between the Board and individual teachers shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

B. All individual contracts will:

1. State the beginning and ending dates of contract
2. Indicate the amount of salary to be paid
3. Indicate whether the teacher is a probationary or tenure teacher
4. Offer twenty six (26) salary payments
5. Contracts will be issued within 15 days of the completion of negotiations and ratification by both parties, or by the first teacher work day, which ever comes last. Master agreements will be given to each teacher.
6. Contracts not returned, or returned unsigned, 15 calendar days following issuance, will indicate nonacceptance on the part of a teacher, and the position is automatically declared vacant. An applicant may then apply for the position. Teachers having tenure and intending not to return shall terminate their contracts in accordance with the tenure act to be considered for recommendation by this Board.

C. Extra duties and the amount the teacher will be paid for each duty will be stipulated on a separate, non-tenure, supplemental contract.

ARTICLE VIII. LEAVES

A. Procedure upon the use of leave:

Any teacher upon using leave must file Appendix D with the main office no later than 2 working days following use of leave. Said teacher must be notified within 5 working days when leave is denied.

B. Sick Leave

1. Ten days of sick leave will be granted upon the commencement of the contract school year with no limit on the accumulation.
2. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of teacher. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
3. Illness in the Family
 - a. Each employee shall be entitled to use three (3) of his sick leave days per year for sickness in the immediate family. For this use immediate family is defined as spouse, children or an other person the teacher is unavoidably responsible for. An employee may not use his business time for this purpose.
 - b. An employee may use additional sick leave days for sickness in the immediate family only with specific approval of his supervisor.
 - c. At the employee's option, the cost of a sitter may be reimbursed at the Board's expense, to cover illness in the family. In such instances this will count as a sick day used and toward the maximum days allotted for sickness in the family. Reimbursement shall be at a prevailing wage and shall not exceed the daily rate of a substitute teacher. The employee shall submit a signed statement by the sitter indicating the cost of the service.
4. A statement will be presented to each teacher at the beginning of the school year showing accumulated leave.

5. If the employee terminates his service before the end of the contract term, for any reasons other than illness, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.
- a. The parties jointly acknowledge that abuse of sick leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the teaching staff from improper use of sick leave. Should the administration become aware of circumstances which it believes is an abuse of sick leave, the teacher(s) in question may be called on by an administrator to satisfactorily explain the circumstances.

The Federation will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence of this paragraph. Should the administrator determine that discipline is in order, the Federation representative shall be notified of same. It is expected that the Federation will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.

The Federation affirms that it is the right of the administration and School Board to adopt policy and procedure to insure a correct usage of sick leave, however, this shall not deprive the Federation of their normal grievance rights as to the application of policy and procedure pertaining to sick leave.

6. Rights Saving Clause

Any teacher whose personal illness extends beyond the period compensated for shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Verification by the personal physician shall be required in determination of a teacher's recovery from such illness before returning to his position.

7. Sick Leave Bank

- A. Each teacher shall contribute one(1) sick leave day per year until the bank accumulates one hundred and fifty (150) days.
- B. In the event that the total number of days in the sick leave bank beginning in the 3rd year of its establishment becomes less than one hundred (100) at any time during the contract year, each teacher shall contribute one (1) sick leave day to the sick leave bank. No teacher shall be required to contribute more than three (3) days per year.
- C. A teacher with an extended illness (an extended illness shall be defined as five (5) consecutive school days or more) may draw upon the sick leave bank subject to the following provisions:
1. The teacher has exhausted all his/her sick leave days
 2. The request for sick leave days from the bank must be made to the superintendent in writing
 3. The bank has days available to draw
 4. The teacher shall furnish a medical doctor's verification of the illness
 5. A teacher may draw a total of thirty (30) days per school year. In years one and two of the banks existence, teachers may draw a total of 10 and 20 days respectively.
 6. This sick bank may not be used for maternity leave.
- D. A committee composed of one teacher, one board member, and one administrator shall oversee the operations of the bank. This committee shall have no power to deny usage of leave except in cases of abuse.

This committee will advise the parties as to the status of the bank in two instances:

- a) at the beginning of each school year
- b) in the event that the number of days in the bank falls below 100

C. Personal Leave

1. Two (2) days personal leave shall be granted each year at full pay. These shall be independent of all other leave days and non-cumulative. Approval of the Administration is not required for usage of this leave.
2. The intent of this leave is to make it possible for teachers to be absent for personal matters which cannot be taken care of during their own time. Personal days may not be used on the day immediately preceding or following a vacation, unless permission is granted by the Administration.
3. Employee will give 24 hours notice for use of personal leave, except in case of emergency.
4. The Board will buy back, at subs pay, one (1) personal day per year, in the last week of September, at employees discretion.

D. Involuntary Leave

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, shall turn over the pay received for the performance of such obligations to the administration and shall be paid the contract wage for said days. If however, he is a witness in a suit in which he is personally involved he will receive no pay other than that provided for under Personal Leave.

E. Military Leave

1. Teachers shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.
2. An unpaid leave of absence shall be granted a teacher who is recalled or inducted for one period of enlistment in any branch of the armed forces of the United States.
Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

F. Bereavement Leave

1. For purposes of bereavement leave, immediate family shall be defined as spouse, child, mother and father: secondary family shall be defined as, father-in-law and mother-in-law: Extended family shall be defined as teacher's or spouses sister, brother, grandmother, grandfather, grandchildren or any other person the teacher is unavoidably responsible for. Teachers will be granted leave without loss of pay not more than 5 days in case of death in the immediate family, 3 days in case of death in the secondary family and 3 days in case of death in the extended family.
2. For a death in the immediate or secondary family the employee may use sick leave to extend bereavement leave, at the employer's discretion.

G. Maternity Leave

1. A pregnant teacher may commence said maternity leave at her option, however it is the teacher's responsibility to notify the administration as soon as possible as to the length of leave and the beginning date of the leave.
2. Such unpaid leave may be for a period of one full school year and may be renewed at the discretion of the Board for an additional school year.
3. To qualify for such leave the teacher must have been employed for a minimum of two consecutive school years.

H. Association Leave

The KFT will receive 4 association days per year (or 32 hours) to be used by the 5 officers of the KFT at KFT discretion. Sub pay for this leave is to be paid by KFT.

I. Professional Leave

Upon the approval of the superintendent of schools teachers will be granted leave without loss of pay to attend educational conferences, workshops, and visitations pertinent to the improvement of the school curriculum. Necessary expenses for such meetings will be paid by the Board of Education.

J. Extended Leave

1. Sabbatical Leave

- a. In accordance with the provisions of Section 572 of the Michigan School Code, sabbatical leaves may be granted by the Board of Education.
- b. Requests for sabbatical leave must be submitted in writing to the superintendent of schools not later than May 1 of the school year preceding the school year for which the leave is requested. Preference in granting such leave will be based upon anticipated benefits to the school district.

K. Additional Leave

The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, teacher or both.

- L. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1250 hours during the prior 12 month period (including all full-time teachers) is entitled to 12 work weeks of leave during any 12 month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of the employee's child in order to care for the child;
- b. due to the placement of a child with the employee for adoption or foster care;
- c. due to care for the employee's spouse, child, or parent who has a serious health condition; or
- d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, of physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this paragraph.

ARTICLE IX PROFESSIONAL COMPENSATION

A. Salary Schedule

The basic salaries of teachers covered by this Agreement are stated in Schedule marked Appendix A which is attached to and incorporated in this Agreement. This salary schedule shall remain in effect during the term of this Agreement.

B. Terminal Pay

Teachers who terminate their employment after a minimum of 7 years of service in the system shall be paid at a rate of \$50 per day for each sick day accumulated during their employment with the system. In case of death, terminal pay due the employee shall go to the beneficiary.

C. Attendance Incentive

\$150 will be paid to employees who miss 0 days in the prior year.

D. Continuing Education

The Board shall encourage all employees to continue their formal education. Tuition costs of courses taken at recognized colleges and universities shall be reimbursed by the Board, within the following guidelines:

1. Courses must directly complement the job assignment of the employee. The employee's supervisor must determine in writing if the class complements the job.
2. Courses shall not conflict with the assigned duties of the employee.
3. Employees shall be eligible for reimbursement at a rate of 80% of the tuition.
4. Reimbursement is limited to tuition (or fees) and a maximum of one class per employee per year.
5. The Board will only pay 50% of its commitment at the time of registration and will pay the remaining 50% upon successful completion of the class.
6. In all instances where the Board pays partially or fully for tuition the employee will be required to present one or more ideas from the class at a staff meeting.
7. Board will pay 100% of tuition for any course the Administration requests the teacher take.

E. Extra Duty Assignments

1. Payment for extra duty assignments extending outside the normal load, will be paid according to the schedule marked Appendix B which is attached to and incorporated in this Agreement.
2. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro-rate share of the teacher's current basic salary.

ARTICLE X. PROFESSIONAL GRIEVANCE PROCEDURES

A. Definitions of a Grievance

A grievance is a claim based upon a teacher's, a group of teachers, or the Kingsley Federation of Teacher's belief that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms or conditions of employment. During that grievance discussion, the teacher shall identify to the principal that the teacher believes grounds for a grievance exists. The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations or over which the Board is without power to act. No Board prerogatives or dispute over the modifications of this contract shall be made subject of a grievance. All grievances shall be filed by the Federation to the extent permitted by law.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- a. The termination of services or failure to reemploy any probationary teacher
 - b. The content of any evaluation
- B. The Federation may invoke the formal grievance procedure by submitting the grievance on a form designated for that purpose. This form shall be available from the grievance chairman. A copy of the grievance form shall be delivered to the principal.

- C. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by the grievance chairman. During that grievance discussion, the teacher shall identify to the principal that the teacher believes grounds for a grievance exist. The grievance must be filed within twenty (20) work days of the violation, misinterpretation, or misapplication.
- D. Within five (5) work days of receipt of the grievance, the principal shall meet with the Federation grievance chairman in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) work days of such a meeting, and shall furnish a copy thereof to the grievance chairman.
- E. If the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such a meeting (or ten work days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) work days the superintendent or his designee shall meet with the Federation on the grievance and shall indicate his disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Federation.
- F. If the Federation is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting (or ten work days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. disposition of the grievance in writing by the Board shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the Federation.
- G. If the decision of the Board is not satisfactory to the Federation, the grievance may be submitted to arbitration before an impartial arbitrator. A list of seven (7) possible arbitrators will be obtained through the American Arbitration Association. If the parties cannot agree as to the arbitrator from among the 7 within fifteen (15) work days from the receipt of the list, then the Board and the Federation will alternately cross a name from the list, with the Board doing so first. The last name remaining on the list shall be the arbitrator, who shall have no power to alter, add to, or subtract from the terms of this agreement. The arbitrator shall have no power to change established salary schedules, but may rule on the proper placement of persons on the established salary schedule. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure. The arbitrator shall have no power to order punitive damages. The decision of the arbitrator shall be binding on both parties. It is understood that the arbitrator shall have no authority to waive said time limits.
- H. The parties must meet at a mutually scheduled date prior to the arbitration hearing.
- I. All costs associated with arbitration are to be shared equally by the Board and the Federation.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. Should an employee fail to institute a grievance or move it to subsequent steps within the time limits specified, the grievance will not be processed. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- K. If an individual teacher has a personal complaint which he desires to discuss with a principal, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for the grievance chairman to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.
- L. All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.

- M. It shall be general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Federation, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on his own behalf or on the behalf of the Federation, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XI. DISCIPLINARY ACTION

- A. A teacher shall at all times be entitled to have present a representative of the Federation when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Federation is present. Such action shall take place within five (5) working days of the request.
- B. Whenever a teacher is in violation of any part of this agreement a notation of this violation and the disciplinary action shall be included in the teacher's personal file. A duplicate copy of this notation shall be given to the teacher within three (3) school days of the violation. The teacher shall have the opportunity to permanently attach a rebuttal to any notation of a contract violation, however such a rebuttal must be attached within seven calendar days (of the issuing) of the original notation.

ARTICLE XII. NEGOTIATIONS PROCEDURES

- A. It is agreed that terms and working conditions provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties.
Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. During the school year in which this agreement expires, the Board agrees to begin negotiations with the Federation over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other working conditions. Such negotiations may include, but not be limited to, the subjects covered by this agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Federation.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district.
While no final agreement shall be executed without ratification by the Federation and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIII. NO STRIKE CLAUSE

The Federation agrees that it shall not authorize, engage in, condone, or ratify a strike. The parties hereby incorporate by the definition of strike as found in Section 1 of PERA.

**ARTICLE XIV. AGREEMENT CONTRARY TO LAW AND MATTERS
CONTRARY TO AGREEMENT**

- A. 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XV. REDUCTION IN PERSONNEL

- A. It is recognized that under certain circumstances it may become necessary to affect a reduction of certified personnel. When such circumstances prevail, the terms of this article shall take effect.
- B. In such case the following procedure shall be used:
 - 1. All staff members shall be granted seniority equal to the number of years the person has been in a position requiring a teacher certificate in the school system.
 - 2. Seniority shall be the primary consideration in the lay-off of any teacher, providing that the following conditions are met:
 - a. Teachers must be kept within levels of certification.
 - b. Secondary teachers have seniority rights only in subject matter positions for which they have college major or minor preparations.
 - c. A secondary teacher with a major in a teacher area shall have priority to one with a minor.
 - d. Certified personnel in the elementary shall have seniority rights in all grades, K-6, providing they have tenure in this school system.
 - e. In the event that two teachers with the same seniority shall qualify for one position, then administrative evaluations shall be the deciding factor. It shall be the responsibility of the administration to determine which evaluations are superior.
 - f. A non-tenured elementary teacher shall have seniority rights only in the grade that he/she is teaching plus one grade above and one grade below his/her present grade level.
- C. The Board will further use their best efforts to assist all teachers terminated for lack of employment to secure employment in adjacent school districts.
- D. No teacher shall be laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and an opportunity for a hearing before the School Board.
- E. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off.
- F. Any probationary employee who is laid off for more than two years shall lose seniority and recall rights.

ARTICLE XVI. MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement and the wages, hours, and working conditions shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- B. Copies of this Agreement shall be printed by the Board and presented to all teachers employed or hereafter employed by the board.
- C. The Federation shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Federation and its membership to define acceptable criteria of professional behavior.

ARTICLE XVII. DEFINITIONS

- A. Wherever the term "Teacher" is used it is to include any member or members of the bargaining unit.
- B. Wherever the singular is used it is to include the plural.
- C. Wherever the term "Board" is used it shall mean the Board of Education of the Kingsley Area School District, and shall include its designee upon whom the board has conferred authority to act in its place and stead.
- D. Wherever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Wherever the term "Principal" is used it is to include the administrator of any work location or functional division or group.
- F. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all appendices incorporated there in by reference.
- G. Wherever the term "Federation" is used it shall mean the Kingsley Teachers Federation and shall include its designee upon whom the Federation has conferred authority to act in its place and stead.
- H. Wherever the term "District" is used it shall mean the Kingsley Area School District.

ARTICLE XVIII. WAGES

Year 1 (1999-2000) = 2.5% increase over the schedule for the preceding year, plus 1.8% compensation for an additional 15 minutes added to the school day.

Year 2 (2000-2001) = 2.5% increase over the schedule for the preceding year.

Year 3 (2001-2002) = 2.5% increase over the schedule for the preceding year.

ARTICLE XIX. DURATION OF AGREEMENT

This Agreement shall be effective immediately upon ratification by both the KFT and the Kingsley Area School Board. The duration of the agreement shall be from 8/1/99 thru 7/31/02.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Appendix B shall be negotiated in the event of new duties not listed in the present Extra Duty Pay Schedule.

FOR THE FEDERATION

PRESIDENT Date

SECRETARY Date

TREASURER Date

NEGOTIATOR Date

FOR THE BOARD OF EDUCATION

PRESIDENT Date

SECRETARY Date

TREASURER Date

NEGOTIATOR Date

APPENDIX A-1

A. Criteria for Advanced Pay Schedule

1. To be placed on any advanced pay scale the teacher must provide verification via official transcripts by October of that school year. The scale that the employee qualifies for as of October 1 of any given year is the scale they shall be on for that entire year.
2. College credits earned for being placed on an advanced salary schedule must be evaluated by the supervisor and must meet the following criteria in order to be accepted for placement on the new scale:
 - a. Must be graduate credits
 - b. In areas of certification or towards an additional teaching area as approved by the supervisor
 - c. In teaching methodology and school administration as approved by the supervisor

APPENDIX A-2

Kingsley Area Schools		1999/2000 Step Schedule			Percent .43
Step	BA	BA 20	MA	MA 15	
1	29574	30441	31814	32304	
2	31096	31987	33445	33957	
3	32619	33533	35073	35609	
4	34139	35079	36703	37263	
5	35662	36626	38332	38917	
6	37183	38173	39963	40572	
7	38706	39716	41594	42224	
8	40227	41262	43223	43878	
9	41749	42809	44852	45534	
10	43271	44357	46480	47185	
11	44793	45900	48112	48840	
12	46315	47447	49741	50492	
13-16	47419	48554	50847	51600	
17+	48398	49661	51957	52707	

APPENDIX B EXTRA-DUTY SCHEDULE

Head Football	11% of base + 1/2% of base for each year's experience in coaching that sport at Kingsley for a maximum of six (6) years.
Head Boy's Basketball	
Head Girl's Basketball	
Head Volleyball	
J.V. Football	8% of base and 1/2% of base for each year's experience in coaching that sport at Kingsley for a maximum of 6 years.
Assistant Football	
J.V. Boys Basketball	
Cross Country	
Baseball	
Boys Track	
Girls Track	
J.V. Girls Basketball	
J.V. Volleyball	
Golf	
Band	
Softball	
J.V. Baseball	6% of base
Assistant J.V. Football	
Assistant Track	
Assistant Cross Country	
J.V. Softball	
9th Basketball	4.5% of base
9 th Grade Volleyball	
Cheerleading (sideline)	Fall Cheerleading 3% Winter Cheerleading 6%
Student Council	2% of base
National Honor Society	
Forensics (1 st year)	
Drama Club	4.5% of base (with at least one play per year to be produced)
Annual (Yearbook)	
Driver's Education	
	Classroom/Driving
	1999-00 - \$17.50 2000-01 - \$18.00 1901-02 - \$18.50
Class Advisors will be paid according to the following schedule. A job description will be generated, and pay will be based on simple evidence that the job description has been met.	
9th and 10th grade	2% 11th grade 3% 12th grade 3.5%
7th Boys Basketball	4.5% of base
8th Boys Basketball	
7th Girls Basketball	
8th Girls Basketball	
7th Football	
8th Football	
JH Boys Track	
JH Girls Track	
7th Grade Volleyball	
8th Grade Volleyball	
7 th /8 th Grade Cheerleading	
Middle School Student Council	
Middle School Yearbook	
	3% of base (during 7 th /8 th boys basketball season)
	1% of base
	1% of base

APPENDIX C

Kingsley Area Schools 1999/2000 CALENDAR

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



AUGUST
 26 Teacher Work Day
 27 Staff In-Service
 30 First Student Day

SEPTEMBER
 3 No School
 6 No School (Labor Day)

OCTOBER
 13 In-Service (dismiss at 12:30)

NOVEMBER
 11 Conferences (dismiss at 12:30)
 12 No School
 15 No School
 16 No School - RSD Day
 25 No School - Thanksgiving
 26 No School - Thanksgiving

DECEMBER
 23 No School (Christmas Break)

JANUARY
 3 Classes Resume

FEBRUARY
 16 Inservice (dismiss at 12:30)

MARCH
 23 Conferences (dismiss at 12:30)
 24 No School (Spring Break)

APRIL
 3 School Resumes
 21 No School (Good Friday)
 26 In-Service (dismiss at 12:30)

MAY
 29 No School

JUNE
 2 Graduation
 7 Last Student Day
 8 Last Teacher Day

If more than 2 days of school are missed due to an act of God, this time will be made up.

Subject to change due to possible Legislation.

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APPENDIX D
VERIFICATION OF LEAVE

NAME _____

DATE(S): _____

A. Sick Leave _____

The contract prohibits use of sick leave for "Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods", but sick leave can be used for illness, disability, injury or unavoidable quarantine.

B. Illness in Family _____

The contract limits use of this leave to sickness of spouse or children.

C. Personal Leave _____

The contract limits the use of this leave to use for business matters which cannot be taken care of during the employee's own time. Business days may not be used on the day immediately preceding or following a vacation unless permission is granted by the administration.

D. Witness of Jury Duty _____

The contract prohibits usage of this leave to act as a witness in a non-job related suit in which you are personally involved.

E. Bereavement Leave _____

The contract limits usage of this leave to death of Employee's spouse, Employee's or his/her spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather, or grandchildren.

F. Unpaid Leave _____

G. Field Trips, Conferences, Athletic Events, etc. _____

I verify that the usage of leave is in accordance with the Master Agreement.

Employee's Signature

APPENDIX E

LESSON PLAN GUIDELINES

1. Name of textbook - pages of last assignment, pages of next assignment
2. List of extra materials or equipment
3. What method of teaching or what activity the substitute is to pursue
4. Some extra work in case the Sub finishes the assignment
5. Name of a helper in each class
6. Enough work to keep the class busy for the whole period and then some
7. Directions for general class routine
8. Up-to-date class book and seating chart for each class or alphabetical list of students and in the elementary, name tags for each child's desk

APPENDIX F

INSURANCE

- A. The Board agrees to provide the equivalent of MASB SET Comprehensive Ultra Med D (PPOM). Insurance for the employee, employee's spouse, and children, excluding children over 19 unless unmarried and a dependent on Federal income tax return and under the age of 25.
- B. The Board agrees to provide health care benefits as named in the MASB SET Plan C. Comprehensive Health Care Program Ultra-MED D.
 - 1. The Board will provide \$10,000 of life insurance per employee.
 - 2. The Board will provide coverage with a \$50 deductible per person and a \$100 deductible per family. However, the Board shall have the right to raise the deductible as a cost-saving measure, with no additional cost to the employee.
 - 3. The board will provide long term disability coverage at 2/3 pay after 120 days.
 - 4. The KFT shall provide a list of items which is to comprise the selective option package.
 - 5. Prescription coverage will have a \$5.00 co-pay. However, the Board shall have the right to raise co-pay on prescriptions, with the Board paying the difference between the existing co-pay and any new rate which shall have been established. The board shall make every attempt to protect confidentiality and to expedite reimbursement when necessary.
- C. A committee will convene within the next school year (1999-2000) to study cost saving measures without loss of coverage.
- D. Employees electing not to receive full family health insurance benefits, and those employees requiring any single subscriber health insurance benefits, shall receive one hundred and twenty dollars (\$120.00) per month to apply toward a selective option package or an annuity. Any amount allowed toward insurance may not be paid to an employee in cash. (Employees opting to take the annuity must sign-up for this option during the enrollment period of September 1-September 30. Employees hired during the school year have 30 days from date of hire to enroll for this option. Failure to enroll during this designated time shall mean loss of this benefit for that school year.
- E. The Board shall provide the equivalent of the SET 50-50-50 Dental Plan with incentives. The cap on orthodontics to be the maximum amount allowable under this plan.
- F. The Board shall provide the SET/SEG Ultra-vision II with \$100 allowance for frames every 2 years.
- G. A comprehensive physical shall be required a minimum of once every two years. The costs of this service shall be paid for by the Board of Education through their health insurance plan. Evidence of this physical will be provided by the employee for their personnel file.
- H. Should insurance premiums exceed a ten percent increase over the previous years costs in any given year, the employee shall be responsible for the balance of the premium through a payroll deduction.

LETTER OF AGREEMENT

SUPPLEMENTAL RETIREMENT STIPEND

- A. Both Parties agree to form a committee of teachers and board representative(s) to study a possible replacement of investment on front end of career.

Both Parties agree that any teacher eligible for retirement prior to above investment maturing to an amount equal to old Appendix G, shall receive that amount stated under old Appendix G with the following exceptions:

1. Retiree shall forfeit all monies from the new retirement investment to the District.
 2. Retiree shall receive retirement stipend listed in old Appendix G in three separate payments ie: \$5,000 yr. one, \$5,000 yr. Two and remainder in yr. Three.
- B. Both Parties agree to open up Article VIII, Sec. B (sick leave) for discussion purposes of investment in the above retirement plan.
- C. Both Parties agree that should no new retirement plan be agreed upon within the first year of this contract the original MA 1996-1999, Appendix G, Page 23, shall be continued in the contract.

KFT UNION REPRESENTATIVE

BOARD OF EDUCATION REPRESENTATIVE

DATE

DATE

