

Kelloggsville Public Schools



Master Agreement Between The Kelloggsville Board of Education & Kelloggsville Educational Support Staff Association (KESSA)

July 01, 2021 – June 30, 2024

KELLOGGSVILLE PUBLIC SCHOOLS

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Article 1

1.0 Recognition

1.1 Agreement

This agreement is entered into between the Board of Education of Kelloggsville Public Schools, hereafter called the “Board” and the Kelloggsville Educational Support Staff Association, hereafter called “KESSA”.

1.2 The Unit

The unit shall include the following:

- 1.2.1 Full-Time Custodians
- 1.2.2 Part-Time Custodians
- 1.2.3 Janitors – Full-Time and Part-Time
- 1.2.4 Maintenance – Full-Time and Part-Time
- 1.2.5 Utility – Full Time and Part Time
- 1.2.6 Bus Drivers
- 1.2.7 Courier
- 1.2.8 Food Service Employees

1.3 Excluded from the Unit

- 1.3.1 All Supervisors/Administrators
- 1.3.2 Secretarial/Clerical Employees
- 1.3.3 Crossing Guards, Bus Aides, and Playground Supervisors
- 1.3.4 Temporary Substitutes and Casual Employees
- 1.3.5 Substitute Teachers
- 1.3.6 Child-Care/Before + After School Club Workers
- 1.3.7 Administrative Assistants
- 1.3.8 Subcontracted Workers
- 1.3.9 Student Service Coordinator #1
- 1.3.10 Instructional Support
- 1.3.11 Interpreters
- 1.3.12 All other persons employed by the Board who are not included in 1.2

1.4 New Positions

Any new position created by the Board after the ratification date of this Agreement, possessing the same community of interest may be included in this unit.

Disputes concerning the “community of interest” of new positions will be submitted to the Michigan Employment Relations Committee.

1.5 Negotiations

The Board agrees not to negotiate with any individual or organization other than the KESSA unit for the duration of this Agreement.

Article 2

2.0 Rights

2.1 Board Rights

- 2.1.1 Establish Policies – KESSA acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain the school system.
- 2.1.2 Powers, Rights and Authority – The Board on its own behalf and on behalf of the electors of the school district, retains and reserves 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 the United States, including, but without limiting the generality of the following rights:
- 2.1.2.1 Management and Control – The executive management and administrative control of the school system and its employees, properties and facilities.
- 2.1.2.2 Relationship to Employees – To hire all employees and determine their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
- 2.1.2.3 Additional Rights – The Board delegates administrative staff the responsibilities of enforcing policies; construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, suspension, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all managerial rights and authority as allowed by law.
- 2.1.2.4 Use of Management Rights – Specific management rights in this Agreement are not included to be, nor shall be, restrictive of a waiver of any rights of management not specifically provided for herein whether or not such rights have been exercised in the past.

2.2 KESSA Rights

- 2.2.1 Nondiscrimination of Rights – The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of any employee association.
- 2.2.2 Religious and Political Discrimination – Employees shall be entitled to full rights of citizenship and no religious or political nonemployment activities of any employee or lack thereof shall be grounds of any discipline or discrimination with respect to the employment of the employee. However, KESSA recognizes that it is the employee’s responsibility to fulfill his/her employment obligations.
- 2.2.3 Use of Facilities and Equipment – The Board grants to KESSA the right to use school building facilities after making proper application to the building principal for each use desired. The Board shall provide reasonable use of office equipment and supplies for KESSA business consistent with that provided other groups. When possible, bulletin boards in the staff lounge/work room(s) and other media of communications may be made available to KESSA.
- 2.2.4 District Information – The Board agrees to make available to KESSA, in response to a written request to the Superintendent, all district information that is available to the constituents of the school district.
- 2.2.5 Use of School Mail – KESSA may use the inter-school mail, email service employee mailboxes for communications to the unit members.
- 2.2.6 Wearing of Insignias and Pins – The Board agrees that no unit member shall be prevented from wearing insignias or pins of membership in KESSA, either on or off school premises.

Article 3

3.0 Professional Behavior and Standards

- 3.1 Compliance with Policy – The unit members shall comply with reasonable rules, regulations and directions as adopted by the Board or its representatives that are not inconsistent with provisions of this Agreement or the law.
- 3.2 Enforcement – KESSA recognizes that abuse of such rules, regulations, directives, leaves, chronic tardiness or absence, leaving the assigned work site without permission, willful deficiency in professional performance, or other violations of professional behavior by a unit member reflect adversely upon the education profession and create undesirable conditions in the school district, and thus shall be the basis for employee discipline including up to termination. Alleged breaches of this agreement and code of ethics of the educational profession shall be reported to the offending unit member and KESSA within five (5) district business days.
- 3.3 Representation – A unit member who has allegedly committed a breach in his/her professional behavior upon request shall be entitled to have a KESSA representative during an investigatory meeting or disciplinary hearing conducted by the administration. When a request is made for such representation, no further action shall be taken with the respect to the specific unit member until such representative of KESSA is present.
- 3.4 Arbitrary and Capricious – No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for reasons deemed arbitrary and capricious. Any such discipline, reprimand or reduction in rank, compensation or any professional advantage, shall be subject to the professional grievance procedure. All pertinent change in relevant information forming the basis for the disciplinary action will be made available within five (5) district business days to the unit member and KESSA upon written request of the unit member
- 3.5 Unit Member Dress Code – All employees of Kelloggsville Public Schools serve as role models for the students and as leaders in the community. Employees are expected to dress in appropriate professional attire that distinguishes them from students, and to follow basic rules of good grooming and personal hygiene.

Unit members that work in classifications that require wearing uniforms will comply by wearing the designated uniform. The supervisor is responsible for maintaining an acceptable standard of dress for employees under his/her supervision.

Article 4

4.0 Protection of Unit Members

- 4.1 Responsibilities – It is the duty of unit members and administrators to maintain control and discipline on the school site and school property. The administration and Board have the responsibility to give support and assistance to unit members in this respect. When in the opinion of the principal and the unit member, a pupil requires the attention of special counselors, social workers, law enforcement personnel or other professional persons, the Board shall, after having received a written referral from the unit member and immediate supervisor, take reasonable steps to relieve the unit member of sole responsibility with respect to such pupil.
- 4.2 Board Support – In the event of legal action against a unit member as a result of any proper action taken by the unit member against a student, the Board will provide counsel for the unit member's defense.
- 4.3 Time Lost – Time lost by a unit member in connection with any incident in this Article shall not be charged against the unit member's leave allowance and the member shall be made whole.
- 4.4 Assault – Any case of assault by a student upon a unit member or by a third party on school grounds or at a school sponsored activity shall be promptly reported to the supervisor, Superintendent and KESSA President. The Superintendent and KESSA President shall meet with the unit member to assess the extent of the assault to advise the unit member of his/her rights and obligations with respect to such assault and when necessary make available legal counsel, counseling, time off with pay, and shall render all reasonable assistance to the unit member in connection with handling of the incident by law enforcement and judicial authorities.
- 4.5 Complaints – Unit members and KESSA leadership shall be notified within five (5) district business days of any specific written and/or documented complaints concerning a unit member which are directed to an administrator.

Article 5

5.0 Working Schedules and Working Conditions

5.1 Determining Hours – The daily hours, for all unit members, shall be coordinated by the supervisor. This includes the starting and ending time, break times, and lunch times. The immediate supervisor shall provide a written work schedule to each employee specifying the hours to be worked.

5.1.1 Notice of Change – Every effort will be made to provide advance notice to the employee of a change in assignment or building, recognizing that there may be events which preclude any advance notice.

5.1.2 Increase Hours – Current unit members may be offered the opportunity to increase (expand) their hours before new employees are hired provided it would not alter the employees current job responsibilities, disrupt the operations of the program, and not exceed forty (40) hours per week or the maximum number of allowable hours in the classification. A unit member's hours will not be reduced for purposes of creating a new position.

5.2 Assigned Hours and Work Weeks

5.2.1 Full-Time Maintenance – 260 days per year fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per year. Paid holiday and vacation time, if applicable, is included in the 2,080 hours.

5.2.2 Part-Time Maintenance – Variable days and hours per fiscal year, not to exceed two hundred twenty-five (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holiday and vacation time, if applicable, isn't included in the 1,295 hours.

5.2.3 Full-Time Utility – 260 days per fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per fiscal year. Paid holiday and vacation time, if applicable, is included in the 2,080 hours.

- 5.2.4 Part-Time Utility – Variable days and hours per fiscal year, not to exceed two hundred twenty-five (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holiday and vacation time, if applicable, isn't included in the 1,295 hours.
- 5.2.5 Full-Time Custodian – 260 days per fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per fiscal year. Paid holidays and vacation time, if applicable, is included in the 2,080 hours.
- 5.2.6 Part-Time Custodian – Variable days and hours per fiscal year, not to exceed two hundred twenty-five (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day weekly total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,295 hours.
- 5.2.7 Full-Time Janitor - 260 days per fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per fiscal year. Paid holidays and vacation time, if applicable, is included in the 2,080 hours
- 5.2.8 Part-Time Janitor - Variable days and hours per fiscal year, not to exceed two hundred twenty-five (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day weekly total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,295 hours.
- 5.2.9 Bus Driver – Variable days and hours per fiscal year, not to exceed two hundred ten (210) days per fiscal year, and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a maximum total of 1,680 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,680 hours.
- 5.2.10 Food Service Lead #1 – Variable days and hours per fiscal year, not to exceed two hundred (200) days per fiscal year, and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a maximum of 1,600 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,600 hours.

- 5.2.11 Food Service Lead #2 – Variable days and hours per fiscal year, not to exceed one hundred ninety (190) days per fiscal year, and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a maximum of 1,520 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,520 hours.
- 5.2.12 Food Service Production – Variable days and hours per fiscal year, not to exceed one hundred ninety (190) days per fiscal year, and a maximum of seven and a half (7.5) hours per day for a five (5) day weekly total of thirty-seven and a half (37.5) hours; and a maximum of 1,425 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,425 hours.
- 5.2.13 Food Service Utility – Variable days and hours per fiscal year, not to exceed one hundred eighty-five (185) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day weekly total of 28.75 hours; and a maximum of 1,064 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,064 hours.
- 5.2.14 Food Service Transport – Variable days and hours per fiscal year, not to exceed one hundred eighty-five (185) days per fiscal year, and a maximum of five (5) hours per day for a five (5) day weekly total of twenty-five (25) hours; and a maximum of 925 hours per fiscal year. The Transport classification may be combined with a Production or Utility position as long as the combination doesn't exceed the maximum daily and yearly totals of the Production and/or Utility classifications. Paid holidays and vacation time, if applicable, isn't included in the 925 hours.

5.3 Schedules

5.3.1 Full-Time Maintenance/Utility/Custodian/Janitor

5.3.1.1 First Shift – The regular working day/week, Monday through Friday, for the first shift full-time employees shall consist of eight (8) consecutive hours per day, with a thirty (30) minute to one (1) hour unpaid lunch, as assigned by the building principal and/or supervisor, which is not included in the eight (8) hour work day. The first shift is any shift that regularly starts on or after 6:00 a.m. to 11:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days scheduled within a one (1) week period Sunday through the following Saturday.

5.3.1.2 Second Shift – The regular working day/week for second shift full-time employees shall consist of eight (8) consecutive hours per day, Monday through Friday, with a thirty (30) minute to one (1) hour unpaid lunch, as assigned by the building principal and/or supervisor, which is not included in the eight (8) hour work day. The second shift is any shift that regularly starts on or after 11:00 a.m. to 6:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days within a one (1) week period Sunday through the following Saturday.

5.3.2 Part-Time Maintenance/Utility/Custodian/Janitor

5.3.2.1 Assigned Schedules – Starting and ending times shall be set by the supervisor. The schedules may not consist of consecutive hours on a daily basis. The weekly and yearly hours will not exceed the classification limits. Unit members may be offered the opportunity to increase (expand) their hours before new employees are hired as long as the hours are within the classification limits.

5.3.2.2 Holiday Schedules – During the Christmas holiday, spring break and summer recess, if additional help is needed the supervisor may assign hours to the employee at the classification's daily limits. During these periods the employee will receive their regular rate of pay for the hours worked.

5.3.3 Food Service

5.3.3.1 Assigned Schedules – The Board shall make every effort to schedule the regular work day for each food service employee in consecutive hours. However, if the program needs dictate flexible hours the employee will report as scheduled by the supervisor and receive the regular rate of pay for the hours worked.

5.3.4 Bus Drivers

5.3.4.1 Assigned Schedules – The hours shall be worked as designated through the route selection process, up to eight (8) hours per day and not to exceed forty (40) hours per week including extra-trips. The Director of Transportation may assign additional hours based on

program needs, as long as a driver doesn't exceed the forty (40) hour limit.

5.3.4.2 Route Selection Process – A route selection meeting will be held during the month of August each year for selection of designated routes by seniority preference. All of the scheduled routes shall be posted and the most senior bus driver shall have first choice of assignment. Selections shall continue in order of the next most senior bus driver until all scheduled routes have been selected. For purposes of route selection, related a.m. and p.m. routes will be considered as a route.

5.3.4.2.1 Board Determines Routes, Etc. – The Board reserves the right to make any changes in equipment, routes, runs, stops, length and number of runs and routes necessary, for efficient operation of the transportation system in order to meet requirements and/or needs of the District.

5.3.4.2.2 Handbook – Each bus driver shall be provided with a copy of the Bus Driver Handbook that shall contain rules, regulations, policies and other information necessary to the proper performance of bus driving duties, including procedures for dealing with student behavior problems. The unit member shall sign a statement acknowledging receipt of the handbook.

5.3.4.2.3 Regular Drivers Called for Substitute Work – Regular drivers will be called first for substitute work and the least senior is required to accept the assignment providing a conflict in driving schedule doesn't exist.

5.3.4.2.4 Guaranteed Regular Run – Bus drivers will be paid a one (1) hour minimum for a regular run.

5.3.4.2.5 Pre-Trip Check/Post-Trip Clean Up – Pre-trip check and post-trip clean-up will be ten (10) minutes in the a.m. and ten (10) minutes in the p.m. or any combination approved by the Director of Transportation for a maximum of twenty (20) minutes paid per day, regardless of

the number of vehicles used. When the bus goes out on a field trip in the evening (commencing after 3:30 p.m.) or on the weekend, pre-trip check and post-trip clean-up will be a total of ten (10) minutes for both, for a maximum of twenty (20) minutes.

- 5.3.4.2.6 Use of Buses - Drivers are not permitted to take buses home during the day and must return them to the bus garage immediately following the completion of the run.
 - 5.3.4.2.7 Rejection of a Bus – Drivers shall have the right to refuse to drive a bus that would be illegal and/or unsafe to drive (e.g. no red flashers).
 - 5.3.4.2.8 Maximum Number of Students – Drivers shall not be required to transport more students than the law allows.
 - 5.3.4.2.9 Student Discipline – Bus drivers may provide input on the discipline code. Drivers must provide an orderly and safe environment on the bus for the welfare of the students’ safety. Any incidents of inappropriate student behavior must be reported, verbally and in written form, immediately to the principal and Director of Transportation.
 - 5.3.4.2.10 Student Medical Conditions – Drivers shall be advised, by the principal, of any medical conditions of students which may necessitate emergency action by the driver transporting the student.
- 5.3.4.3 Extra-Trips Bidding Procedure – Extra-Trips include athletics, field trips, Saturday trips, overnight trips, and summer trips. All extra trips shall be posted for a two (2) week period, on the trip list with corresponding activity noted and given a trip number in consecutive order. Bus drivers shall submit their bids on extra trips by submitting their trip preference lists, with trip numbers in rank order of preference to the supervisor by noon the preceding Thursday. Probationary drivers shall be eligible to bid on extra trips. The Director of Transportation shall assign all extra trips on an equal basis among the drivers, taking

seniority into consideration however; final decisions will rest with the Director of Transportation. Extra trips will not be assigned if the driver will exceed forty (40) hours in one (1) week. Also, drivers are required to stay with their athletic or field trip groups; unless they receive prior approval from the Director of Transportation.

- 5.3.4.3.1 Notification – Bus drivers shall be notified of their assigned extra trip runs by the end of the work day the preceding Friday.
- 5.3.4.3.2 Unassigned Extra Trips – All extra trips for which no driver was assigned, all extra trips for which requests were received after noon the preceding Wednesday and all extra trips assignments unassigned shall be assigned to bus drivers on a rotation basis, in reverse order of seniority by the Director of Transportation.
- 5.3.4.3.3 Field Trips After Bid Procedures – If a field trip is requested after the bid procedure, regular drivers will be given first opportunity to drive. This is not intended to include the athletic schedule that is known in advance. Tournaments will be considered last minute scheduling.
- 5.3.4.3.4 Guaranteed Extra Trip Time – Bus drivers shall be paid a minimum of one (1) hour or actual driving time, whichever is greater, for driving an extra trip commencing prior to 3:30 p.m. Bus drivers shall be paid a minimum of one (1) hour or actual driving time, whichever is greater, for driving an extra trip commencing at or after 3:30 p.m. If an extra trip is cancelled, the assigned bus driver shall be paid for two (2) hours.
- 5.3.4.3.5 No Trading – Bus drivers cannot trade extra trips.
- 5.3.4.3.6 Errors/Mistake Make Up – If a trip on the seniority bid sheet is cancelled and the trip is rescheduled at a later date, it will be placed on the unassigned extra trip rotation schedule. Impacted driver will not get first pick on the

next bid sheet. The rotation schedule will continue.

5.3.4.3.7 Substitutes Eligible – Substitute drivers may be eligible for extra trips only when regular drivers have rejected such trips or regular drivers are unable to accept the trip because the trip will put them over forty (40) hours.

5.3.4.3.8 Chaperons – An adult chaperon shall be assigned for extra trips.

5.3.4.3.9 Coaches – Vans – Coaches will drive vans when a bus is not needed.

5.3.4.3.10 Meal Allowance Weekday Trips – Weekday trips that are four (4) or more hours with a return after 2:00 p.m. or later, excluding regular routes and schedules; will be allocated a lunch reimbursement of \$12.00. \$15.00 will be allocated for dinner if the driver is out after 5:00 p.m., for two (2) consecutive hours. An itemized receipt must be turned in for reimbursement

5.3.4.3.11 Meal Allowance Weekend Trips – Out between 7:00 a.m. and 12:00 noon will be allocation a lunch reimbursement of \$12.00. \$15.00 will be allocated for dinner. An itemized receipt must be turned in for reimbursement.

5.4 Lunch Period

5.4.1 Full Time Maintenance/Utility/Custodian/Janitor – The unit members shall receive a thirty (30) minute to one (1) hour unpaid lunch period as assigned by the building principal or supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.

5.4.2 Part Time Maintenance/Utility/Custodian/Janitor – Unit members working less than five (5) hours per day will not receive an unpaid lunch period. Unit members working more than five (5) hours a day will receive a thirty (30) minute to one (1) hour unpaid lunch period as assigned by the building principal or supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.

5.4.3 Food Service – Unit members working less than five (5) hours per day will not receive an unpaid lunch period. Unit members working more than five (5) hours per day will receive a thirty (30) minute to one (1) hour unpaid lunch as assigned by the supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.

5.5 Breaks

5.5.1 Maintenance/Utility/Custodian/Janitor – Unit members working four (4) hours or more shall receive one (1) fifteen (15) minute break per day during the first half of his/her work shift as assigned by the supervisor. Unit members working eight (8) hours will receive one (1) fifteen (15) minute break per day during the second half of his/her work shift as assigned by the supervisor. If a break isn't taken a unit member may not leave early or receive additional pay. Maintenance and Utility unit members shall take their break at whatever school building they happen to be working at or nearest to at break time.

5.5.2 Food Service – Unit members working four (4) hours or more shall receive one (1) fifteen (15) minute break per day during the first half of his/her work shift as assigned by the supervisor. Unit members working eight (8) hours will receive one (1) fifteen (15) minute break per day during the second half of his/her work shift as assigned by the supervisor. If a break isn't taken a unit member may not leave early or receive additional pay. The unit member will take their break at the assigned building.

5.5.3 Bus Drivers – Mid-day breaks: Drivers having a thirty (30) minutes or less of non-work time between work activities, shall be paid continuously until a break of over thirty (30) minutes occurs.

5.6 General Provisions

5.6.1 Job Descriptions – Job descriptions shall be utilized when evaluations are made and qualifications determined. The job descriptions shall not be considered as a limit on the unit member's assignment but shall be a general outline of his/her work product. The Board may later revise job descriptions in the same manner.

5.6.2 Medication – If a unit member is required to dispense medication, the supervisor shall provide the unit member with training and specific written instructions regarding the dispensing of medication in accordance with Board policy.

Unit members that are required to dispense medications will be provided a copy of the Board policy.

- 5.6.3 Duty Limits – Unit members (Maintenance, Utility, Custodians, Janitors, and Food Service) will not normally be required to supervise classes, playground duty, or transport students except where the health, safety or welfare of the students are involved.
- 5.6.4 Food Service Assistance – A food service unit member may ask the Food Service Director and/or Building – Grounds Director for assistance in loading or unloading supplies. Assistance may be from food service, custodial, utility, or maintenance unit members.
- 5.6.5 Lounges and Restrooms – The Board shall provide rest areas, lounges and restrooms for unit member use.
- 5.6.6 Bus Driver Restrooms – At all times when drivers are scheduled to be present at the bus garage, they shall have access to restroom facilities and a telephone for personal transportation arrangements or emergencies which must be attended to by personal communications.
- 5.6.7 CDL – A unit member in the classification of maintenance, utility and custodian employed prior to 01 July 2007 will be exempt from obtaining a CDL license, unless if they so elect. A unit member in the classification of maintenance, utility, and custodian hired after 01 July 2007 will be preferred if they obtain the CDL license. Procedures associated with obtaining the CDL will be followed by the district. All fees associated with obtaining a CDL will be paid for by the district.
- 5.6.8 Bus Drivers' Licenses – The Board will reimburse unit members the additional cost above a regular operator's drivers' license for any license and/or endorsement required by law to operate the vehicle/bus. Payment shall be made within thirty (30) days after the submission of proof of the expenditure.
- 5.6.9 Mileage – Any unit member required to use his/her personal vehicle on the job shall receive the District rate per mile.
- 5.6.10 Unit Member Training – Any unit member required to attend job related training by the Board will be compensated at their regular rate of pay. Bus drivers will be compensated at the extra trip rate. The total compensation will not exceed eight (8) hours per day or exceed forty (40) hours for the work week.

Unit members that attend training functions on a voluntary basis won't be compensated for their time.

5.6.11 Bus Driver Jackets – The Board shall provide, without cost to the unit member, jackets with the following stipulations:

- 5.6.11.1 One (1) winter and one (1) spring jacket will be provided to each driver.
- 5.6.11.2 The unit group will select the style and color of each jacket.
- 5.6.11.3 The supervisor will approve the selection and purchase of the jackets.
- 5.6.11.4 The jackets are to be maintained by the individual.
- 5.6.11.5 The unit members will receive new jackets every three (3) years.
- 5.6.11.6 New drivers, after probationary period has been fulfilled, will be provided with one (1) winter and one (1) spring jacket.

5.6.12 Maintenance/Utility/Custodian/Janitor Uniforms – The Board shall provide, without cost to the unit member, two (2) sets of uniforms per year with the following stipulations:

- 5.6.12.1 Uniforms are to be maintained by the individual.
- 5.6.12.2 New unit members shall be provided with three (3) sets of uniforms the first year.
- 5.6.12.3 Each day custodian will be provided one (1) set of appropriate clothing for snow removal. These items will remain on site and will be replaced on an "as needed" basis by mutual consent.
- 5.6.12.4 The Board will furnish the tools necessary to perform maintenance and custodial responsibilities.

5.6.13 Food Service Uniforms – The Board shall provide, without cost to the unit member, two (2) sets of uniforms per year with the following stipulations:

- 5.6.13.1 The unit group will select the style and color combination of the shirt and pant.
 - 5.6.13.2 The supervisor will approve the purchase.
 - 5.6.13.3 The uniforms are to be maintained by the individual.
 - 5.6.13.4 New unit members shall be provided with three (3) sets of uniforms the first year.
 - 5.6.13.5 The Transport driver shall be furnished with two (2) jackets every three (3) years - - one (1) winter and one (1) spring jacket.
- 5.6.14 Electronic Communications – Telephone facilities shall be made available to staff for their personal use. Long distance calls of a personal nature shall not be charged to the school phone. Computers provided to employees by the Board should be reserved for professional use. Personal communication devices should not be used during work time. Staff are solely responsible for the care and security of their personally owned communication devices. Internet, social media and e-mail use will be governed by Board guidelines.
- 5.6.15 Temporary Assignments – The Board reserves the right to fill an opening on a temporary basis; provided that a unit member performing work outside of his/her classification shall receive the rate of pay of the classification, whichever is greater, for all hours worked while filling such assignment.
- 5.6.16 Temporary, Substitute and Casual Positions – Temporary, substitute and casual vacancies/positions are not subject to the terms and conditions of this Agreement. The Board will however post such vacancies for a period of five (5) calendar days. A copy of postings will be sent to the KESSA President.
- 5.6.16.1 Definition of Temporary – an individual hired as a long-term substitute, which shall not exceed 90 days.
 - 5.6.16.2 Definition of a Substitute – an individual hired for a short-term or intermittent period of time.
 - 5.6.16.3 Definition of Casual – an individual hired for seasonal work.
 - 5.6.16.4 Selection – The selection of temporary, substitute and casual employees is the reserved right of the Board.

- 5.6.16.5 Seniority – If a temporary, substitute or casual employee is hired for a KESSA unit position; seniority will be retroactive to the first day of continuous service.
- 5.6.16.6 Probation – The probationary period shall start on the first day of employment as a KESSA unit member.
- 5.6.16.7 Pay Rate – Temporary, substitute and casual employees will be paid at the substitute rate or step 1 of the classification, as per the Board’s discretion, and will remain at that rate until hired into the KESSA unit.
- 5.6.16.8 Benefits – Temporary, substitute and casual employees are excluded from receiving any benefits, or paid time off as offered in this Agreement to unit members.
- 5.6.16.9 Substitute for Regular Employee-Pay Rate – Temporary, substitute and casual employees that substitute for a regular unit member will be paid at the substitute rate of the unit classification.
- 5.6.16.10 Grievance – Temporary, substitute and casual employees are excluded from the grievance procedure.

5.7 Seniority

- 5.7.1 District Seniority – Seniority shall be defined as the amount of continuous service to the district from the unit member’s most recent date of hire in his/her classification.
- 5.7.2 Seniority Within Classification – Seniority for purposes of this Agreement shall only accrue while working within the classifications listed in 5.2 of Article 5 and 1.2 of Article 1. Seniority shall not accrue while in positions outside of the KESSA unit, while on approved leave or while on layoff. Seniority in a classification shall not be lost when a unit member transfers from a classification but shall be frozen until such time as the unit member may return to a position within the classification.
- 5.7.3 Ties – In the event more than one (1) unit member has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those unit members in order of the highest four (4) digit numbers taken from the last four (4) digits of each unit member’s social security number.

- 5.7.4 Seniority Lists – The Board shall prepare and maintain a seniority list showing the length of service each unit member has accumulated with in the District and each classification.
- 5.7.5 Loss of Seniority –Seniority shall be lost by a unit member for the following reasons:
- 5.7.5.1 Termination
 - 5.7.5.2 Resignation
 - 5.7.5.3 Absent for five (5) consecutive days without notice to the Board
 - 5.7.5.4 Failure to notify the Board of intent to return to work within three (3) days from the receipt of recall notice or failure to return to work within fourteen (14) days from the effective date of the recall.
- 5.7.6 Non-KESSA Unit Positions – If a unit member accepts a position with the Board which is not included in the KESSA unit, and thereafter within six (6) months, returns to a position within the KESSA unit by the posting procedures, the unit member shall have accumulated seniority in the seniority classification of the KESSA unit from which the unit member left for the time worked in the position not within the KESSA unit. Unit members under the above circumstances shall retain all rights previously accrued in the KESSA unit for the purposes of any benefits provided in this Agreement. If the unit member remains in the position not included in the KESSA unit six (6) months or longer, the unit member shall lose all KESSA unit seniority.
- 5.7.7 Accrual When Off the Job – All Unit Members – Unit members continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave pay, but not during non-work disabilities beyond accumulated leave. Unit members on layoff will not lose or accrue seniority.
- 5.7.8 Probationary Period – Any unit member employed on a regular or part-time basis shall serve sixty (60) calendar day probationary period, from the first day the assignment begins. If a probationary unit member is absent during the probationary period, the probationary period shall be extended accordingly.

Probationary unit members shall have no seniority and no other benefits until the successful completion of the probationary period at which time their seniority shall revert to their first day of work. Any benefits that the unit member may be eligible for shall begin at the completion of the probationary period, including but not limited to; sick leave, holiday pay, insurance benefits or cash-in-lieu of benefits. If at any time prior to the completion of the probationary period the unit member's work performance is unacceptable, he/she may be subjected to termination upon recommendation of the immediate supervisor or other administrative of the school district. The termination of a probationary employee is not subject to the grievance procedure.

5.8 Vacancies

- 5.8.1 Posting – All vacancies in classifications shall be posted in a conspicuous place in each building for a period of five (5) calendar days and with a copy sent to the KESSA President.
- 5.8.2 Application – Interested unit members may apply in writing to the Superintendent or designee, within the five (5) day posting period.
- 5.8.3 Qualifications – Vacancies shall be filled with the “best qualified” applicant. When the qualifications of the applicants are equal, the applicant with the most seniority in the classification in which the vacancy exists, will be given preference for the position. When there are no applicants from within the classification in which the vacancy exists, the most qualified applicant for the vacancy shall be hired. Applications from all current employees shall be considered. Qualifications shall be defined by the Board and stated in the applicable job descriptions.
- 5.8.4 Trial Period – A unit member assuming a new position in the KESSA unit shall be given a thirty (30) working day trial period during which the unit member may return to his/her former position on the request of either the unit member or the Board
- 5.8.4.1 During the trial period, the position vacated by the successful applicant may be filled by a temporary non – unit member. The position will be posted at the end of the trial period.
- 5.8.4.2 In the event the unit member returns to his/her former position during the trial period, he/she will not be permitted to apply for another vacancy for a period of

one hundred twenty (120) calendar days from the date of the return to his/her former position.

- 5.8.5 Bus Driver Postings – When a vacancy occurs, it shall be posted as per 5.8.1
- 5.8.5.1 Prior to 01 April a vacancy may be filled by a substitute non – unit member bus driver, not to exceed twenty (20) days. After the August route selection meeting, when a vacancy occurs the most senior driver applying for the vacancy shall be awarded the position.
- 5.8.5.2 After 01 April the Board may fill the vacancy, for the remainder of the school year, with a substitute non – unit member. All other vacancies shall be filled as soon as possible, with the most qualified applicant that has applied. When all applicants are equally qualified, seniority shall prevail.
- 5.8.5.3 A driver, upon being awarded the position, shall not be eligible to apply for another driving position/route until the next route selection meeting the following August.
- 5.8.6 Involuntary Transfer – The Board will not involuntarily transfer unit members from one seniority classification to another. The Board reserves the right to transfer unit members from one (1) building to another for disciplinary reasons, due to personality conflicts and staffing reasons. Involuntary transfers for other reasons will be avoided and minimized when possible.
- 5.8.7 Temporary Transfer – Any unit member required by his/her supervisor to temporarily assume duties of another unit member for a period of four (4) hours will be paid the higher rate of pay for those duties retroactively to the beginning of the work assignment.
- 5.8.8 Substitute Work – In the event substitute work which does not conflict with other scheduled work of the unit member, becomes available in a classification other than the bus transportation classification, unit members in the classification of work who have notified the supervisor in writing of their desire to perform substitute work in addition to their regular schedule, will be offered first. The Board shall not be required to assign substitute work to regularly scheduled unit members if it would result in payment of overtime rates for hours worked or exceed the

classification hourly limits for the week. A unit member substituting for another employee in the same classification will be paid at their rate of pay.

5.8.8.1 Unit members substituting for another unit member in another classification will be paid at their step in the classification they are substituting. If this rate is less than their current rate the unit member will be paid, for substituting, the highest rate of their step.

5.8.9 Transfer of Benefits – Unit members involuntarily transferred within a classification within the KESSA unit, shall transfer all remaining leave time (hours) and shall be placed on the new wage schedule at the rate which most closely corresponds to his/her former rate.

5.9 Layoff

5.9.1 Layoff – shall be defined as a reduction in the work force.

5.9.2 All Classification Except Bus Drivers – In the event of a reduction in the work force, the following procedure shall be used:

5.9.2.1 Seniority and Layoff – When the Board determines it necessary to reduce the size of the work force, unit members with the least seniority in each classification will be placed on layoff first.

5.9.2.2 Bumping – A unit member, placed on layoff from a position in which his/her present seniority classification, shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior unit member in that classification and the unit member on layoff possess the qualifications to perform the job. Qualifications shall be defined by the Board and stated in the job description.

5.9.2.3 Changes in Classifications – In the event a unit member is placed on layoff from a position and no position is available to the unit member within the classification in which the unit member on layoff has acquired seniority, the unit member of layoff shall have the opportunity to make application to any posted vacancies within the KESSA unit as provided in 5.8.

Should the unit member be given one of the posted positions, he/she shall retain the right to recall to the position of layoff should it become available.

5.9.2.4 Reduction in Hours – If it is deemed necessary to reduce hours, the least senior unit member in the classification will be reduced or displaced and/or retained in another classification for which they are most senior.

5.9.2.5 Notice of Layoff – Unit members to be placed on layoff shall be given at least fifteen (15) work days notice prior to the effective date of layoff.

5.9.3 Bus Driver Layoff – Bus drivers who worked the previous year and are not assigned routes shall be issued a notification of layoff.

5.9.3.1 Midyear Layoff – When it becomes necessary to reduce the number of bus drivers during a school year due to consolidation, modification or elimination of runs to be effective for the second semester, the Board shall convene a route selection meeting during the month of December to post revised routes for selection by the same procedure used for selection of routes in August.

5.10 Recall

5.10.1 When positions become available in a classification, unit members, other than Bus Drivers, placed on layoff shall be recalled in order of greatest seniority within the classification from which they were placed on layoff or within any classification in which they have accumulated seniority, provided the unit members possess the qualifications to perform in the position.

5.10.2 Rejecting Recall

5.10.2.1 A full time or part time unit member recalled to a position with fewer hours than previously worked per week may reject recall to the position and retain recall rights to the next available position. A unit member rejecting recall to the position with fewer hours shall be deemed bypassed and not entitled to return to the position should the hours per week be restored to the original level after the position was rejected.

5.10.2.2 A unit member who accepts a position with fewer hours than the hours previously worked per week shall remain eligible for recall until his/her original level of work hours are restored.

5.10.3 Duration of Recall – The right to recall shall be a period of one (1) year from the date of notification of the layoff.

5.10.4 Bus Drivers – Bus drivers on layoff who have accumulated seniority in other classifications in the KESSA unit shall be eligible for recall to an available position in the other classification in order of greatest seniority within the classification in which the position arises.

5.11 Evaluation of Unit Members

5.11.1 Process – The building administrator or supervisor will evaluate all unit members prior to 01 June of each year. If there is any significant problem, an evaluation shall be done when the problem is evident. The unit member will receive a copy of the completed performance review and will sign the form to indicate that he/she has seen it. Such signature does not mean the unit member agrees with the content of the evaluation.

5.11.2 Right to Respond – A unit member may submit additional comments to this evaluation. Such statements shall be attached to the evaluation and placed in the unit member's personnel file.

5.12 Due Process

5.12.1 Just Cause – No non-probationary unit member shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure in Article 13. The specific grounds forming the basis of disciplinary action will be made available to the unit member and the KESSA unit in writing.

5.12.2 Representation – A unit member shall be entitled to have present a representative of the KESSA unit during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the unit member until such representative of the KESSA unit is present. Should disciplinary action likely occur at a given meeting, the unit member shall be advised immediately of said possibility and be

advised by the Board of the right to representation under the provisions of the Agreement.

- 5.12.3 Review of Records/Files – A unit member will have the right to review the contents of his/her personnel file and to have a KESSA unit representative accompany him/her in such review. The records may not be taken from the Central Office and the Superintendent or his/her designee shall be present while the record is reviewed.
- 5.12.4 Complaints – No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment, will be placed in a unit member’s personnel file unless the unit member has had the opportunity to review the material. Specific complaints directed to an administrator against a unit member shall be put in writing, within five (5) district business days, with names of the complainants, administrative action taken, and remedy clearly stated. The unit member may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the unit member believes that material is to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance, shall said signature be interpreted to mean agreement with the content of the material. All recommendations to another potential employer, written or oral, shall be based solely on the contents of the personnel file.

Article 6

6.0 Leaves of Absence

6.1 Leave Days

6.1.1 Twelve Month – Forty Hours - Full Year Unit Members – Unit members in the full-time classifications of Maintenance, Utility, and Custodian shall earn twelve (12) paid leave days per year. The Board will allocate one (1) day per month as the unit member earns the days for a total of twelve (12) days. To earn the days, per month, the unit member must attend work and may only be absent with the use of earned and approved leave days. Any lost time because of the lack of leave days will result in the unit member not being paid for the missed work time and not accumulating leave days. Leave days are to be used for reasons of personal illness, personal injury, bereavement, personal business (two [2] days), and/or other approved reasons. The Superintendent reserves the right, on an individual basis, to grant the maximum amount of days in the event of catastrophic circumstances. The unused portion of leave days earned each fiscal year shall accumulate from year to year without limitations. Five (5) days per fiscal year may be used for serious illness in the immediate family.

6.1.2 Less Than Twelve Month Unit Members – Less than twelve (12) month but at least ten (10) month unit members in the classifications of bus driver, utility, part-time maintenance, full-time janitor, part-time janitor, part-time custodian, and food service that work thirty (30) to forty (40) hours per week shall earn the following leave days:

| <u>Hours Worked</u> | <u>Months Worked</u> | <u>Earned Per Month</u> | <u>Total Per Year</u> |
|---------------------|----------------------|-------------------------|-----------------------|
| 36 to 40 | 10 | 1 | 10 |
| 30 to 35 | 10 | 1 | 10 |
| 30 to 35 | 9-10 | 1 | 9-10 |

6.1.2.1 The Board will allocate days per month as listed in the chart of 6.1.2. To earn the days, per month, the unit member must attend work and may only be absent with the use of earned and approved leave days. Any lost time because of the lack of leave days will result in the unit member not being paid for the missed work time and not accumulating leave days.

Leave days are to be used for reasons of personal illness, personal injury, bereavement, personal business (two [2] days), and/or other approved reasons.

The Superintendent reserves the right, on an individual basis, to grant the maximum amount of days in the event of catastrophic circumstances. The unused portion of leave days earned each fiscal year shall accumulate from year to year without limitations. Five (5) days per fiscal year may be used for serious illness in the immediate family.

6.1.3 Less Than Thirty Hours – Unit members in the classifications of bus driver, maintenance, utility, part-time custodian, food service, and paraprofessionals that work less than thirty (30) hours per week shall earn the following leave days:

| Hours Worked | Months Worked | Earned Per Month | Total Per Year |
|--------------|---------------|------------------|----------------|
| 27 to 30 | 10 | .6 | 6.0 |
| 24 to 26 | 10 | .3 | 3.0 |
| 20 to 23 | 10 | .2 | 2.0 |

6.1.3.1 The Board will allocate days per month as listed in the chart of 6.1.3. To earn the days, per month, the unit member must attend work and may only be absent with the use of earned and approved leave days. Any lost time because of the lack of leave days will result in the unit member not being paid for the missed work time and not accumulating leave days. Leave days are to be used for reasons of personal illness, personal injury, bereavement, personal business (one [1] day), and/or other approved reasons. The Superintendent reserves the right, on an individual basis, to grant the maximum amount of days in the event of catastrophic circumstances. The unused portion of leave days earned each fiscal year shall accumulate from year to year without limitations. Five (5) days per fiscal year may be used for serious illness in the immediate family.

6.1.4 Part-Time: Maintenance/Utility/Custodian/Janitor – Unit members in this classification of part-time maintenance, utility, custodian and janitor that may work on occasion per week and work less than twelve (12) months will not earn paid leave days as

the work schedule may be inconsistent with hours and weeks worked. If a unit member is absent from work, they won't receive pay for the time missed.

6.1.5 Accumulation and Use – Leave days shall be allowed to accumulate without limit. Deduction of leave days shall be in hours.

6.1.6 Call in Time – In the event of illness, unit members shall call the supervisor as soon as possible but not less than one (1) hour before reporting time, giving the reason for the absence.

6.2 Personal Business Days (Chargeable)

6.2.1 Use - The leave is for the purpose of conducting personal business which is not practical to transact during regular working hours.

6.2.2 Unacceptable Use – Other employment, first or last day of school, first working days preceding or following a vacation period or holiday, no days approved the first three (3) weeks of school, no days approved from 01 December through 15 January or 01 May through 15 June. Exceptions may be made at the discretion of the Superintendent.

6.2.3 Application – Application, in writing, should be made to the immediate supervisor who will forward it to the Superintendent. Application must be made (5) working days in advance of the anticipated absence. In cases of emergency the five (5) days may be waived by the Superintendent, however, application should be done as soon as possible.

6.2.4 Statement – No statement of reason is necessary for any personal days.

6.3 Illness in the Immediate Family (all chargeable) – The purpose of this leave is to care for the ill person and shall not be used for child care (immediate family defined in Bereavement Leave).

6.4 Paid Leaves Not Charged to Leave Days – Leaves of absence, with pay and not charged against leave days, will be made available for the following reasons: (The Superintendent must approve each day of absence)

6.4.1 Jury Duty – If a unit member is called for jury duty, he/she shall serve. Salary payments will continue normally and any money paid for jury duty (except mileage) is to be given to the business office of the school district.

6.4.2 Witness – Court appearance as a witness in any case connected with the unit member’s employment with the school.

6.4.3 Bereavement Leave

6.4.3.1 Funeral attendance of one (1) day per funeral for a person outside the immediate family (chargeable).

6.4.3.2 The maximum leave of five (5) days for each occurrence of death:

6.4.3.3 Immediate Family - - Not Chargeable

| | |
|---------------|---------------|
| Spouse | Parent |
| Child | Stepchild |
| Grandchild | Brother |
| Sister | Step-parent |
| Mother-in-law | Father-in-law |

6.4.3.4 Immediate Family - - Chargeable

| | |
|-----------------|-----------------------------------|
| Grandparent | Brother-in-law |
| Sister-in-law | Son-in-law |
| Daughter-in-law | Uncle |
| Aunts | Nephews |
| Nieces | Any other person in the household |
| Cousins | |

6.4.4 Conferences – The Superintendent or his/her designee may authorize unit members to attend conferences, seminars, or conventions with pay. Approved expenses incurred shall be paid by the Board.

6.5 Unpaid Leaves

6.5.1 Medical and Childcare – Unit members seeking an unpaid leave of absence for medical purposes or childcare shall apply in writing to the Superintendent or his/her designee. It is understood that the unit member will not accrue seniority for increment and benefit purposes during an unpaid leave.

6.5.1.1 Eligibility – Unit members shall have a minimum of one (1) year of employment with the district to be eligible for unpaid leaves unless waived by the Superintendent. A medical leave of absence shall be accompanied by a doctor’s statement confirming the need for the leave.

6.5.1.2 Duration – Such leaves shall be limited to one (1) year unless an extension is approved by the Superintendent. Any medical leave of ten (10) business days or more shall require a doctor’s statement regarding the unit member’s ability to return to work. To the extent possible, the unit member will provide the Board with his/her anticipated date of return. The unit member will give at least thirty (30) days notice of intent to return unless mutual consent by the unit member and the Board can be reached for an earlier return. Failure to return on the specified date without good reason shall constitute a voluntary resignation.

6.5.1.3 Insurance – The unit member may continue to pay the insurance premiums during the period of unpaid leave as specified by law.

6.5.1.4 Return from Leave – A unit member returning from leave shall be reinstated to the position and classification he/she held when the leave began.

6.5.2 KESSA Leave and Membership Meetings

6.5.2.1 The Board may release, with pay, members of the KESSA negotiations team to bargain with the Board.

6.5.2.2 Membership meetings shall be held after the regular workday or on days when students are not in attendance. No wages will be paid by the Board.

6.5.3 Military Leave – The parties shall abide by all local, state and federal laws pertaining to granting of leave and the reemployment of unit members who perform active service in the uniformed services of the Armed Forces of the United States.

6.5.4 Additional Leaves – The Board may grant additional leaves without pay, benefits, and increments at its discretion.

6.6 General Provisions

6.6.1 Family Medical Leave Act – The parties agree to abide by the rules and regulations set forth in the Family and Medical Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102(d) (2) of the aforementioned legislation.

- 6.6.2 Medical Statement - Any unit member absent for five (5) consecutive days or more shall be required to present to the Superintendent, prior to returning to work, a statement from a physician indicating that the unit member's health is satisfactory to resume normal work duties. If the Superintendent is in doubt about the unit member's health and ability to perform their duties, he/she may send the unit member to a physician of his/her choice for further examination at the expense of the Board.
- 6.6.3 Violations of Leave - All leaves are considered as time off for protection of the unit member. Any unit member who willfully violates or misuses this policy on leave with pay or misrepresents any statements or conditions under this policy shall forfeit all pay for this period and further rights under this policy unless reinstated in good standing by the Superintendent. Violation of this leave policy will be subject to disciplinary action up to and including discharge.

Article 7

7.0 Sick Leave Bank

7.1 A "leave bank shall not be established for KESSA.

Article 8

8.0 Workers Compensation Guidelines

- 8.1 Injury/Accident Reporting – A KESSA unit member injured on the job shall report such injury to the supervisor and the Central Administration office. All reports must be filed at the Central Office as soon as possible after the incident has occurred but no later than the next working day.
- 8.2 Reporting Earnings - Should a unit member injury require loss of time and result in the unit member receiving worker's compensation benefits, said compensation shall be reported, by the unit member to the Central Office immediately upon receipt.
- 8.3 Limits - A unit member cannot collect both worker's compensation and sick leave at the same time. When legally possible a unit member will be compensated under the worker's compensation law rather the unit member's accumulated sick leave. Should worker's compensation be less than the unit member's regular wage, the difference may be made up through available sick leave benefit, after the expiration of the worker's compensation benefit. "Leave bank" time is not allowable to make up the difference in compensation.

Article 9

9.0 Unscheduled School Closings and School Delayed Days

- 9.1 Unscheduled School Closings - Unit members need not report to work, unless directed to by their supervisor, when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms (snow days) and other “Acts of God” days: i.e. fires, epidemics, mechanical failure, or health conditions as defined by city, county or state agencies.
- 9.1.1 Full-Time and Thirty Plus Hours – Unit members that are full time (40 hours) or regularly work thirty (30) hours or more a week will receive their per diem pay for unscheduled school closings. If they are directed to report to work they will receive their regular hourly pay for the hours worked and also will earn a like amount of hourly time off as vacation time.
- 9.1.2 Less Than Thirty Hours – If a unit member works less than thirty (30) hours per week they will be compensated for unscheduled school closings per the following:
- 9.1.2.1 25-30 Hour Unit Members: Up to five (5) days
20-24 Hour Unit Members: Up to three (3) days
15-19 Hour Unit Members: Up to two (2) days
Less than 15 Hour Unit Members: Zero (0) days
- 9.1.3 Non-Instructional Days – Any unit member scheduled to work on a non-instructional day must report to work as scheduled. If they don’t report to work because of weather conditions, they must inform their supervisor immediately, and won’t receive any compensation for the time missed.
- 9.2 School Delayed Days – (Definitions) School starting time is delayed because of weather or other conditions that impede the regular starting time to be followed. A school delay is defined as a delay that is two (2) or more hours in duration.
- 9.2.1 Unit members are expected to report to work at their regularly scheduled time. If they are unable to report they must contact their supervisor immediately. Unit members will only be paid for the hours they work.

Article 10

10.0 Holidays and Vacation Time

10.1 Holidays

10.1.1 Forty Hour (40) Unit Members (Custodian/Maintenance/Utility) – shall be entitled to the following paid holidays:

- 10.1.1.1 The Friday before Labor Day
- 10.1.1.2 Labor Day
- 10.1.1.3 The day before Thanksgiving
- 10.1.1.4 Thanksgiving
- 10.1.1.5 The day following Thanksgiving
- 10.1.1.6 Christmas Eve Day
- 10.1.1.7 Christmas Day
- 10.1.1.8 New Years Eve Day
- 10.1.1.9 New Years Day
- 10.1.1.10 Good Friday all day (if school is not in session)
- 10.1.1.11 Memorial Day
- 10.1.1.12 July 4th

10.1.2 Thirty (30) or More Hours (Full-time Janitor, Food Service, Bus Drivers) – shall be entitled to the following paid holidays:

- 10.1.2.1 Labor Day
- 10.1.2.2 Thanksgiving
- 10.1.2.3 The day following Thanksgiving
- 10.1.2.4 Christmas Eve Day
- 10.1.2.5 Christmas Day
- 10.1.2.6 New Years Eve Day
- 10.1.2.7 New Years Day
- 10.1.2.8 Memorial Day
- 10.1.2.9 July 4th (if worked 15 consecutive days prior)

10.1.3 Twenty-Seven & A Half (27.5) to Less Than Thirty (30) Hours – Nine (9) and Ten (10) Months Unit Members (Custodian/Maintenance/Utility/Part-Time Janitor, Food Service, Bus Drivers) – shall be entitled to the following paid holidays:

- 10.1.3.1 Labor Day
- 10.1.3.2 Thanksgiving
- 10.1.3.3 Christmas Eve Day
- 10.1.3.4 Christmas Day
- 10.1.3.5 New Years Eve Day

- 10.1.3.6 New Years Day
- 10.1.3.7 Memorial Day

10.1.4 Twenty (20) to Twenty-Seven (27) Hours (Bus Drivers) – shall be entitled to the following paid holidays:

- 10.1.4.1 Thanksgiving
- 10.1.4.2 Christmas Eve Day
- 10.1.4.3 Christmas Day
- 10.1.4.4 New Years Eve Day
- 10.1.4.5 New Years Day

10.1.5 Saturdays and Sundays – When any of the above holidays occurs on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the compensation for the regular work day.

10.1.6 Stipulations – When a holiday falls during a unit member’s vacation, the holiday will not be deducted from the unit member’s accumulated vacation days, provided the unit member is scheduled to work prior to and after vacation.

10.1.7 Holiday Work – Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified unit member volunteer(s). If no one volunteers, the Board may assign the work to the least senior unit member.

10.1.8 Holiday Pay Requirements – A unit member must work the last regularly scheduled work day before and after the holiday to receive holiday pay.

10.2 Vacation Time

10.2.1 Twelve (Month) - Forty Hour (40) Unit Members (Custodians/Maintenance/Utility/) - Unit members, after the completion of one (1) year of employment, shall be entitled to receive vacation and vacation pay based upon his/her seniority in the classification and not his/her hire date in the district. Years in another classification are not added to the years in the current classification to be awarded the higher number of vacation days. The vacation day schedule is as follows:

| <u>Full Years Completed Prior to 01 July</u> | | <u>Vacation Days</u> |
|--|-----------------------------|----------------------|
| 10.2.1.1 | 1 through and including 7 | 12 |
| 10.2.1.2 | 8 through and including 12 | 15 |
| 10.2.1.3 | 13 through and including 15 | 18 |
| 10.2.1.4 | 16 through and including 19 | 21 |
| 10.2.1.5 | 20 or more | 26 |

10.2.2 Less Than Forty (40) Hour Unit Members (Custodian/Maintenance Utility/Full-Time Janitor) – Unit members, after the completion of one (1) year of employment, shall be entitled to receive vacation and vacation pay based upon his/her seniority in the classification and not his/her hire date in the district. Years in another classification are not added to the years in the current classification to be awarded the higher number of vacation days. The vacation day schedule is as follows:

| <u>Full Years Completed Prior to 01 July</u> | | <u>Vacation Days</u> |
|--|----------------------------|----------------------|
| 10.2.2.1 | After Completion of Year 1 | 5 |
| 10.2.2.2 | After Completion of Year 2 | 7 |
| 10.2.2.3 | After Completion of Year 3 | 10 |

10.2.3 Bus Drivers + Food Service + Part-Time Janitor – No vacation time will be earned or awarded.

10.2.4 Unit members (10.2.1) in the first year of employment that will complete less than twelve (12) months of service prior to 01 July will be entitled to a rate of one (1) day per month. Service after 01 May and to 01 July will not be allocated any vacation time for the first year.

10.2.5 All vacation time is allocated on 01 July and not on the unit member’s anniversary date of employment. Therefore, the movement to Year 1 of the above schedule (10.2.1) may include more than twelve (12) months for the first year and any succeeding year (the schedule is based on whole years and not rounded up for partial years).

10.2.6 Vacation Requests – Unit members (10.2.1) will submit vacation requests as per the following:

| <u>Period</u> | <u>Application Due</u> | <u>Application Return</u> |
|----------------------------------|------------------------|---------------------------|
| Next New Year (06/01 – 05/30) | 01 March | 01 April |

10.2.7 Split Vacations – Vacations will be taken in a period of consecutive days. Vacations may be split into one (1) or more days providing such scheduling does not adversely affect the normal operations.

10.2.8 The normal vacation period shall be during the summer recess. The Board may authorize vacations for the following periods:

10.2.8.1 Summer Recess – The first Monday following school dismissal and concludes five (5) working days before the first instructional day.

10.2.8.2 The Fourth of July Week – The district may close operations for this period and all unit members (10.2.1) will take vacation during this time. However, some of the unit members (10.2.1) may work during this period. The criteria for not taking vacation during this time will be based on projects scheduled for the summer, administrative approval, and seniority.

10.2.8.3 Christmas and Spring Breaks – Unit members may take vacation during these periods. The criteria for taking vacations during this period will be based on administrative approval, scheduled projects, and seniority.

10.2.8.4 Other Conditions

10.2.8.4.1 Unit members will not be able to take vacation time after the five (5) day period prior to school starting.

10.2.8.4.2 Unit members (10.2.1) may take vacation while school (instructional day) is in session. The criteria for taking vacation during this time:

10.2.8.4.2.1 Seniority

10.2.8.4.2.2 One (1) person from the unit at a time

10.2.8.4.2.3 One (1) time per year per person (start of school in August through the end of school in June)

10.2.8.4.2.4 Limit one (1) week per person

10.2.9 Criteria for Granting Vacations – as per the following order

- 10.2.9.1 Administration approval
- 10.2.9.2 Scheduled projects
- 10.2.9.3 Seniority
- 10.2.9.4 Meeting application deadlines

10.2.10 Variance to Guidelines – The administration reserves the right to grant vacations, on an individual basis, that may at times other than those listed above or may be in conflict with the guidelines established. This right of administrative authority will not be contested by KESSA or any unit member through the grievance procedure.

10.2.11 Seniority and Scheduling – Unit members with the most seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of unit members in KESSA must be continuous during the year, it is not possible all unit members in 10.2.1 to be absent on vacation at the same time.

10.2.12 Approve or Deny Vacations – The administration will tentatively approve or deny vacation by 01 May of each year. Vacations must be taken for each year within twelve (12) months after a unit member becomes eligible for a vacation. A vacation may not be waived by a unit member and receive extra pay for working during that period.

10.2.13 Rate of Pay – Each unit member shall be paid his/her current hourly rate and shall receive vacation pay for the same number of hours per day as corresponds to his/her schedule at the time of his/her vacation.

Article 11

11.0 Benefits – The Benefit Specifications are listed in SCHEDULE “B”

11.1 Health Insurance - The Board will pay a premium amount that won't exceed the amounts permitted by State law for the “hard cap” for Full Family, Self and Other, and Single. The hard cap shall be for the fiscal years of 2021-22, 2022-23, and 2023-24.

11.1.1 The premium contribution, above the cap, by the employee will be a payroll deduction over twenty-four (24) pay periods and will be with pre-tax dollars as per the District's Section 125 Plan.

11.1.2 This benefit and premium contribution will be pro-rated for unit members that work less than forty (40) hours. Anyone that works less than thirty (30) hours per week will not receive health insurance or Cash-in-Lieu-Of (CILO).

11.1.3 Full-time Janitors working 30 to 40 hours will qualify for only “single subscriber” health insurance. They will not qualify or be offered “full family” or “self & other” coverage.

11.1.4 Pro-rated Cap

| <u>Hours</u> | <u>% of Coverage and Hard Cap</u> |
|--------------|-----------------------------------|
| 40 | 100% |
| 39 | 97.5% |
| 38 | 95% |
| 37 | 92.5% |
| 36 | 90% |
| 35 | 87.5% |
| 34 | 85% |
| 33 | 82.5% |
| 32 | 80% |
| 31 | 77.5% |
| 30 | 75% |

11.2 Dental Insurance

11.2.1 The Board shall make premium contributions for dental insurance for 2021-22, 2022-23, and 2023-24. The Board's contribution shall be as follows:

| <u>Hours and Months</u> | <u>Board Contribution</u> |
|-------------------------|---------------------------|
| 40 Hours & 12 Months | 100% |
| 40 Hours & 10 Months | 98.5% |
| 39 Hours & 10 Months | 97.5% |
| 38 Hours & 10 Months | 95% |
| 37 Hours & 10 Months | 92.5% |
| 36 Hours & 10 Months | 90% |
| 35 Hours & 10 Months | 87.5% |
| 34 Hours & 10 Months | 85% |
| 33 Hours & 10 Months | 82.5% |
| 32 Hours & 10 Months | 80% |
| 31 Hours & 10 Months | 77.5% |
| 30 Hours & 10 Months | 75% |

11.2.1.1 Unit members that elect to purchase dental insurance (those qualified in 11.2.1) will have their share of the premium amount as a payroll deduction over twenty-four (24) pay periods and with pre-tax dollars as per the District's Section 125 Plan.

11.2.1.2 This benefit to purchase dental insurance is only available for those qualified in 11.2.1

11.2.1.3 This benefit is not earned or offered to the Janitor classification.

11.3 Vision Insurance

11.3.1 The Board shall make premium contributions for vision insurance for 2021-22, 2022-23, and 2023-24. Unit members who qualify shall receive the following:

| <u>Hours and Months</u> | <u>Board Contribution</u> |
|-------------------------|---------------------------|
| 40 Hours & 12 Months | 100% |
| 40 Hours & 10 Months | 100% |
| 39 Hours & 10 Months | 100% |
| 38 Hours & 10 Months | 100% |
| 37 Hours & 10 Months | 100% |
| 36 Hours & 10 Months | 100% |
| 35 Hours & 10 Months | 100% |

11.3.2 This benefit is not earned or offered to the Janitor classification.

11.4 Life Insurance

11.4.1 The Board will pay the premium for life insurance for unit members that work thirty (30) hours or more. The policy coverage will be \$25,000.

11.4.2 This benefit is not earned or offered to the Janitor classification.

11.5 Long-Term Disability (LTD)

11.5.1 The Board will pay the premium amounts for LTD insurance for unit members that work thirty (30) hours or more.

11.5.2 This benefit is not earned or offered to the Janitor classification

11.5.3 The LTD Plan includes:

11.5.3.1 The LTD Plan shall be for 66 2/3% of the unit member's salary with a maximum of \$5,000 per month.

11.5.3.2 The Plan will have a 90-day waiting period with a modified fill.

11.6 Cash-in-Lieu of (CILO)

11.6.3 Definition - This is the amount of money allocated to a unit member for forfeiture of their health benefits. CILO isn't paid for any other benefits that are forfeited.

11.6.4 Pro-Rated – The amount of CILO will be prorated as to the unit member's hours worked. Any unit member that works less than thirty (30) hours will not receive this benefit.

| <u>Hours</u> | <u>Full Family</u> | <u>Self & Other</u> | <u>Single</u> |
|--------------|--------------------|-------------------------|---------------|
| 40 (100%) | \$4,800 | \$3,675 | \$1,750 |
| 39 (97.5%) | \$4,680 | \$3,583 | \$1,706 |
| 38 (95%) | \$4,560 | \$3,491 | \$1,663 |
| 37 (92.5%) | \$4,440 | \$3,399 | \$1,619 |
| 36 (90%) | \$4,320 | \$3,308 | \$1,575 |
| 35 (87.5%) | \$4,200 | \$3,216 | \$1,531 |
| 34 (85%) | \$4,080 | \$3,124 | \$1,488 |
| 33 (82.5%) | \$3,960 | \$3,032 | \$1,444 |
| 32 (80%) | \$3,840 | \$2,940 | \$1,400 |
| 31 (77.5%) | \$3,720 | \$2,848 | \$1,356 |
| 30 (75%) | \$3,600 | \$2,756 | \$1,313 |

- 11.6.5 The CILO prorated amount will be for hours and corresponding percentages for “single subscriber” health insurance for the Janitor Classification.
- 11.6.6 CILO will be paid over twenty-four (24) pay periods.
- 11.6.7 If a unit member elects CILO and during the year has a “qualifying event” (change in family status) that necessitates securing health insurance, any amount the unit member receives in CILO will be deducted from the Board’s contribution, which results in the unit member returning the CILO via a higher insurance contribution.
- 11.6.8 “Qualifying Event”/ Change in Family Status – Health insurance election shall take place annually during the open enrollment period. There will be no change in election during the school year unless there is a change in family status as follows: (unit member = you)
- 11.6.8.2 You have married or divorced
 - 11.6.8.3 Your spouse or child has died
 - 11.6.8.4 You have a new child by birth or adoption
 - 11.6.8.5 Your spouse begins or terminates employment
 - 11.6.8.6 You or your spouse’s employment status is changed from full-time to part-time, or vice-versa
 - 11.6.8.7 You or your spouse takes an unpaid leave of absence
 - 11.6.8.8 You or your spouse has a significant change in your health coverage as a result of your spouse’s employment
- 11.6.9 CILO will be paid while a unit member is on leave and is using earned sick time, leave bank or personal days to receive compensation. Once a unit member has exhausted earned leave time (sick and personal days) or leave bank time and elects to go on unpaid leave, CILO will not be paid.
- 11.6.7 Bus Driver’s Benefits Qualification Period – Bus Driver’s benefit qualification will be based on the following formula:
- Second Semester Hours * of Previous Year + (Last Three Weeks in September + the Month of October) = Total Hours / 3 = Average Hours
- *Excluding Spring Break

11.6.8 New Hire – Bus Driver’s Benefits Qualification Period – Newly hired bus drivers will qualify for benefits based on the following formula:

Newly hired bus drivers will qualify for benefits based on the total average hours worked for the sixty (60) calendar day probationary period as listed in 5.7.8.

At the next qualification period, the unit member will qualify for benefits based on the formula listed in 11.6.7.

Article 12

12.0 Compensation

- 12.1 Wage Schedules – The wage schedules for each unit member classifications are in SCHEDULE A
- 12.2 Payment Method for SCHEDULE A
- 12.2.1 The unit member shall be paid twice a month for a total of twenty-four (24) pay periods.
- 12.2.2 The pay dates will be the 2nd and 4th Fridays of every month.
- 12.3 Overtime – The following conditions shall apply to all overtime work:
- 12.3.1 Time and One – Half – Time and one-half (1.5) shall be paid for all hours worked over forty (40) hours in a normal week. (Includes hours paid for vacations and holidays).
- 12.3.2 Minimum Call-In – A unit member called in to work overtime shall, upon reporting for work, be guaranteed a minimum of two (2) hours of overtime pay.
- 12.4 Subcontracting of Work – The Board reserves the right to subcontract. In the event the Board elects to subcontract KESSA work which would result in the layoff of unit members, the Board will give KESSA notice of its decision at least thirty (30) calendar days prior to the implementation date.
- 12.5 Custodial/Maintenance/Utility – Full time (40 hours) unit members assigned and working on the second shift shall receive a premium of twenty cents (\$0.20) per hour added to their hourly wages. First shift unit members working overtime into the second shift aren't eligible for the shift premium. Additionally, unit members working less than forty (40) hours and assigned to the second shift will not receive the twenty cent (\$0.20) hourly premium. The Night Janitor classification will not be offered or earn a night premium of \$.20 or any other amount.
- 12.6 Part Time/Full Time – Unless otherwise listed in this Agreement, full time employment shall be defined as a forty (40) hour work week for the scheduled work/calendar year (52 weeks). Part time employment shall be defined as employment of an average of less than forty (40) hours per week for the scheduled work/calendar year (52 weeks). Average hours shall be determined by the actual hours worked divided by 52 weeks.

12.7 Severance Payments

12.7.1 Severance Payments for Retiring Unit Members

- 12.7.1.1 Any unit member that retires from the District after eight (8) consecutive years of service in Kelloggsville Public Schools shall be compensated for any unused accumulated leave as well as years of service in the district.
- 12.7.1.2 Accumulated leave is defined as the number of unused sick days.
- 12.7.1.3 Years service is defined as the years worked in Kelloggsville Public Schools. Any experience in other districts isn't counted as years of service for 12.7.1.1
- 12.7.1.4 To qualify for severance pay in 12.7.1.1, the unit member must retire under the rules of the Michigan School Retirement Laws.

12.7.1.5 Severance Amounts for Years Service

| <u>Years Service</u> | <u>Amount per Year</u> |
|-----------------------------|------------------------|
| 1 – 7 | \$0 |
| 8 through and including 10 | \$35.00 |
| 11 through and including 15 | \$40.00 |
| 16 through and including 20 | \$45.00 |
| 21 through and including 25 | \$50.00 |
| 26 through and including 30 | \$55.00 |
| 31 and beyond | \$60.00 |

12.7.1.6 Severance Amounts for Days Accumulated

| <u>Days</u> | <u>Amount per Day</u> |
|-------------------------------|-----------------------|
| 1 through and including 25 | \$20.00 |
| 26 through and including 75 | \$25.00 |
| 76 through and including 125 | \$30.00 |
| 126 through and including 175 | \$35.00 |
| 176 through and including 200 | \$40.00 |
| 201 + | \$45.00 |

- 12.7.1.7 Death of a Unit Member – In case of death to a unit member, the applicable amounts in 12.7.1.5 and 12.7.1.6 will be paid to the individual's estate/beneficiary.

12.7.1.8 A dismissed unit member shall forfeit rights to 12.7.1.5 and 12.7.1.6

Article 13

13.0 Grievance Procedures

13.1 Grievance Defined – A Grievance is a claim by a unit member, group of unit members or the KESSA that there has been violation of any provisions of the Agreement. The KESSA designates the KESSA President or his/her designee as the agent responsible for processing of grievances.

13.2 Purpose

13.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both the Board and KESSA agree these procedures shall be kept as informal and confidential as may be appropriate at any level of this procedure.

13.2.2 Nothing contained in this procedure shall be construed to prevent any individual unit member from presenting a grievance and having the grievance adjusted without intervention of KESSA, if the adjustment is consistent with terms of this Agreement, provided that KESSA has been given opportunity to present at such adjustment.

13.3 Procedure

13.3.1 Level 1 – A unit member may, within fifteen (15) district business days of the occurrence of the alleged grievance, discuss it with his/her KESSA representative and immediate supervisor with the object of resolving the matter informally.

13.3.2 Level 2 – If the unit member is not satisfied with the disposition of his/her grievance at Level 1, he/she may file the grievance in writing and signed no later than ten (10) district business working days following the discussion at Level 1 to his/her supervisor who shall meet with the unit member and his/her KESSA representative. At this level the grievance must be co-signed by KESSA and the unit member involved. Within ten district working days of meeting, the supervisor shall give the unit member and KESSA, a written response to the grievance.

13.3.3 Level 3 – If a unit member is not satisfied with the disposition of his/her grievance at Level 2, he/she may file the grievance in writing no later than ten (10) district business days following the

disposition at Level 2 to the Superintendent or his/her representative who shall meet with the unit member and his/her KESSA representative with five (5) district business days. Within ten (10) district business days of this meeting, the Superintendent shall give the unit member and KESSA, a written response to the grievance.

13.3.4 Level 4 – If the unit member is not satisfied with the disposition of the grievance at Level 3, the aggrieved may within twenty (20) district business days submit in writing to the Secretary of the Board a statement of the reasons why the disposition at Level 3 is being appealed. At the next regular meeting of the Board, or at a meeting specifically called for this purpose, the Board shall consider the grievance and may cause to have held hearing or otherwise investigate or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or Board Committee shall make a final decision within forty-five (45) district business days or earlier of receipt of the grievance at Level 4.

13.3.5 Level 5 – No individual unit member shall have the right to submit a grievance to Level 5.

If the decision of the Board is unsatisfactory to KESSA, the grievance may be referred to arbitration by submitting written notice within thirty (30) district business days of the Level 4 disposition or the date the disposition was due at Level 4. The parties shall meet within fourteen (14) district business days to select an arbitrator.

On alternating cases, KESSA and the Board shall be the first to strike the name of an arbitrator from the panel below. Each party will continue to alternately strike a name until the name of one (1) arbitrator remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

Arbitration Panel

- 1.
- 2.
- 3.
- 4.
- 5.

Either party may remove an arbitrator from the above list by placing the other party on written notice during the month of

January in any given year or at such other times as an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve. By mutual agreement of the parties, a replacement arbitrator will be added to the panel. The parties reserve the right to mutually select an arbitrator on the above list or not on the list.

13.4 General Rules Governing the Arbitration Hearing

13.4.1 Neither party shall be permitted to assert in such arbitration proceeding any ground or reply on any evidence not previously disclosed.

13.4.2 The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator and agree that judgment may be entered in any court of competent jurisdiction.

13.4.3 Any arbitration hearing conducted under the terms of this Agreement shall be conducted in accordance with the Voluntary Labor Arbitrator Rules of the American Arbitration Association. Cost of the arbitrator shall be paid by the Board of Education and KESSA equally.

13.5 Other Provisions: Grievance & Arbitration

13.5.1 Time Lines –The time lines specified in this Article may be shortened or extended upon mutual agreement between the parties. The party requesting a change in the time limits must do so in writing.

13.5.2 Non-Arbitration Issues – The following issues will not be subject to the grievance procedures/arbitration provisions:

13.5.2.1 The dismissal of a probationary unit member

13.5.2.2 The substance of a unit member's evaluation

13.5.2.3 Determination of a unit member's qualifications

13.5.3 Compensation – If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

13.5.4 Representation – KESSA shall have the right to be present and to state its views at all stages of the grievance procedures.

13.5.5 Initiating Grievances at Level 3 – If a grievance arises from the alleged action of authority higher than the immediate supervisor, the grievance may be presented at Level 3 of the grievance procedure within thirty (30) district business days of the alleged grievance. The immediate supervisor shall receive a copy of the grievance from KESSA.

At this level the grievance shall be signed by KESSA and the unit member involved. The grievance, the alleged action, and the reasons for filing the grievance shall be presented.

Article 14

14.0 Continuity of Operations

- 14.1 Contrary to Law – If any provisions of this Agreement or any application of this Agreement to any unit member shall be found contrary to law, determined by a court, state or federal agency of proper jurisdiction, then such provision or application shall be null and void and shall no longer be a segment of this Agreement.
- 14.2 Modification of Agreement – Nothing in this Agreement shall require either the Board or KESSA to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the Board and KESSA, in writing, and signed by representatives of the Board and KESSA.
- 14.3 No Strike Clause – During the term of this Agreement, neither KESSA nor any person acting on its behalf, nor any individual unit member will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a unit member from his/her position, or stoppage of work or abstinence, in whole or part, from the full, faithful and proper performance of the unit member's duties of employment) for any purpose whatsoever. It is further agreed KESSA will not engage and will not request any other organization to place a sanction of any form on the Kelloggsville Public Schools.
- 14.4 No Reprisals – KESSA will not support the action of any unit member taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a unit member who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities by this Article.
- 14.5 Violations by KESSA – In the event KESSA or any unit member(s) or both violate the intent of this Article KESSA shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any unit member involved in the violation of this Article may be subject to disciplinary action, including and up to termination.
- 14.6 Violation by Board – In the event the that KESSA or any individual unit member or both violate the intent of this Article, KESSA or any individual unit member shall be held liable for any and all damages and /or expenses incurred or suffered by the Board.

Further, any unit member involved in the violation of this Article may be subject to discipline, up to and including termination.

- 14.7 No Lockout – During the life of this Agreement, the Kelloggsville Board of Education will not “lockout” and member of KESSA in any school of the Kelloggsville Public School district.
- 14.8 Copies of Agreement – Copies of this Agreement shall be reproduced at the expense of the Board and given to all current and newly hired unit members.
- 14.9 Signed Agreement – There shall be four (4) signed copies of this Agreement for purposes of record: one (1) retained by the Board, two (2) by KESSA, and one (1) for the Superintendent.
- 14.10 Negotiations – KESSA and the Superintendent will meet sixty (60) calendar days prior to the expiration of the Agreement to mutually design a meeting schedule for negotiations.

Article 15

Duration

This Agreement shall be effective upon ratification and implementation on 01 July 2021 and shall continue in effect for three (3) years; 30 June 2024.


This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. However, upon mutual consent of both parties to the Agreement, renegotiations of part or all of this Agreement may take place at any time during the term of this Agreement.

Board of Education Representatives + Date

KESSA Representatives + Date



BOE President



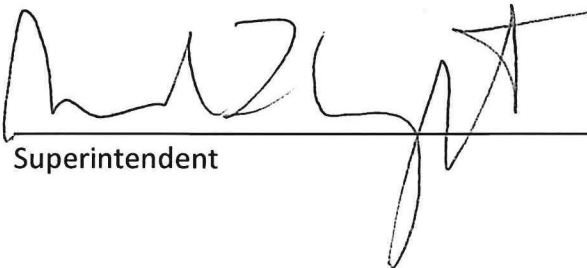
KESSA Representative



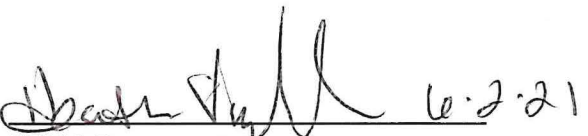
BOE Secretary



KESSA Representative 6-1-2021



Superintendent



KESSA Representative 6-2-21

KESSA
Salary Schedule A

| 6/28/2021 | | | | |
|-----------|--------------------------------|---------|---------|---------|
| Step | Position | 2021-22 | 2022-23 | 2023-24 |
| 1 | Maintenance - Full-Time | \$19.00 | \$19.00 | \$19.00 |
| 2 | Hired Prior to 06/30/2021 | \$20.50 | \$20.50 | \$20.50 |
| 3 | | \$21.10 | \$21.10 | \$21.10 |
| 4 | | \$22.15 | \$22.15 | \$22.15 |
| 5 | | \$23.20 | \$23.20 | \$23.20 |
| 6 | | \$24.25 | \$24.25 | \$24.25 |
| 7 | | \$25.30 | \$25.30 | \$23.50 |
| 8 | | \$26.05 | \$26.35 | \$26.65 |
| 9 | | | \$26.65 | \$26.90 |
| 10 | | | | \$27.25 |

| | | | | |
|----|--------------------------------|---------|---------|---------|
| 1 | Maintenance - Full-Time | \$21.00 | \$21.25 | \$21.50 |
| 2 | Hired After 07/01/2021 | \$21.25 | \$21.50 | \$21.75 |
| 3 | | \$21.50 | \$21.75 | \$22.00 |
| 4 | | \$21.75 | \$22.00 | \$22.25 |
| 5 | | \$22.00 | \$22.25 | \$22.50 |
| 6 | | \$22.25 | \$22.50 | \$22.75 |
| 7 | | \$22.50 | \$22.75 | \$23.00 |
| 8 | | \$22.75 | \$23.00 | \$23.25 |
| 9 | | | \$23.25 | \$23.50 |
| 10 | | | | \$23.75 |

| | | | | |
|---|--------------------------------|---------|---------|---------|
| 1 | Maintenance - Part-Time | \$19.00 | \$19.25 | \$19.50 |
| 2 | | \$19.25 | \$19.50 | \$19.75 |
| 3 | | \$19.50 | \$19.75 | \$20.00 |
| 4 | | \$19.75 | \$20.00 | \$20.25 |
| 5 | | \$20.00 | \$20.25 | \$20.50 |
| 6 | | \$20.25 | \$20.50 | \$20.75 |
| 7 | | \$20.50 | \$20.75 | \$21.00 |

| | | | | |
|----|----------------------------|---------|---------|---------|
| 1 | Utility - Full-Time | \$20.50 | \$20.75 | \$21.00 |
| 2 | | \$20.75 | \$21.00 | \$21.25 |
| 3 | | \$21.00 | \$21.25 | \$21.50 |
| 4 | | \$21.25 | \$21.50 | \$21.75 |
| 5 | | \$21.50 | \$21.75 | \$22.00 |
| 6 | | \$21.75 | \$22.00 | \$22.25 |
| 7 | | \$22.00 | \$22.25 | \$22.50 |
| 8 | | \$22.25 | \$22.50 | \$22.75 |
| 9 | | | \$22.75 | \$23.00 |
| 10 | | | | \$23.25 |

| | | | | |
|---|----------------------------|---------|---------|---------|
| 1 | Utility - Part-Time | \$15.00 | \$15.00 | \$15.00 |
| 2 | | \$15.25 | \$15.25 | \$15.25 |
| 3 | | \$15.50 | \$15.50 | \$15.50 |
| 4 | | \$15.75 | \$15.75 | \$15.75 |
| 5 | | \$16.00 | \$16.00 | \$16.00 |
| 6 | | \$16.25 | \$16.25 | \$16.25 |
| 7 | | \$16.50 | \$16.50 | \$16.50 |

KESSA
Salary Schedule A

| Step | Position | 2021-22 | 2022-23 | 2023-24 |
|------|------------------------------|---------|---------|---------|
| 1 | Custodian - Full-Time | \$19.50 | \$19.70 | \$19.80 |
| 2 | Hired After 07/1/2015 | \$19.75 | \$19.95 | \$20.05 |
| 3 | | \$20.00 | \$20.20 | \$20.30 |
| 4 | | \$20.25 | \$20.45 | \$20.55 |
| 5 | | \$20.50 | \$20.70 | \$20.80 |
| 6 | | \$20.75 | \$20.95 | \$21.05 |
| 7 | | \$21.00 | \$21.20 | \$21.30 |
| 8 | | \$21.25 | \$21.45 | \$21.55 |
| 9 | | | \$21.70 | \$21.80 |
| 10 | | | | \$22.05 |

| | | | | |
|----|------------------------------|---------|---------|---------|
| 1 | Custodian - Part-Time | \$15.10 | \$15.20 | \$15.30 |
| 2 | Hired Prior to 06/30/2021 | \$15.35 | \$15.45 | \$15.55 |
| 3 | | \$15.60 | \$15.70 | \$15.80 |
| 4 | | \$15.85 | \$15.95 | \$16.05 |
| 5 | | \$16.10 | \$16.20 | \$16.30 |
| 6 | | \$16.35 | \$16.45 | \$16.55 |
| 7 | | \$16.60 | \$16.70 | \$16.80 |
| 8 | | \$16.85 | \$16.95 | \$17.05 |
| 9 | | | \$17.20 | \$17.30 |
| 10 | | | | \$17.55 |

| | | | | |
|----|----------------------------|---------|---------|---------|
| 1 | Janitor - Full-Time | \$16.65 | \$16.80 | \$17.00 |
| 2 | | \$16.90 | \$17.05 | \$17.25 |
| 3 | | \$17.15 | \$17.30 | \$17.50 |
| 4 | | \$17.40 | \$17.55 | \$17.75 |
| 5 | | \$17.65 | \$17.80 | \$18.00 |
| 6 | | \$17.90 | \$18.05 | \$18.25 |
| 7 | | \$18.15 | \$18.30 | \$18.50 |
| 8 | | \$18.40 | \$18.55 | \$18.75 |
| 9 | | | \$18.80 | \$19.00 |
| 10 | | | | \$19.25 |

| | | | | |
|---|----------------------------|---------|---------|---------|
| 1 | Janitor - Part-Time | \$15.00 | \$15.05 | \$15.10 |
| 2 | | \$15.25 | \$15.30 | \$15.35 |
| 3 | | \$15.50 | \$15.55 | \$15.60 |
| 4 | | \$15.75 | \$15.80 | \$15.85 |
| 5 | | \$16.00 | \$16.05 | \$16.10 |
| 6 | | \$16.25 | \$16.30 | \$16.35 |
| 7 | | \$16.50 | \$16.55 | \$16.60 |

| | | | | |
|----|-------------------|---------|---------|---------|
| 1 | Bus Driver | \$21.40 | \$21.50 | \$21.60 |
| 2 | | \$21.65 | \$21.75 | \$21.85 |
| 3 | | \$21.90 | \$22.00 | \$22.10 |
| 4 | | \$22.15 | \$22.25 | \$22.35 |
| 5 | | \$22.40 | \$22.50 | \$22.60 |
| 6 | | \$22.65 | \$22.75 | \$22.85 |
| 7 | | \$22.90 | \$23.00 | \$23.10 |
| 8 | | \$23.25 | \$23.35 | \$23.45 |
| 9 | | | \$23.70 | \$23.80 |
| 10 | | | | \$24.15 |

KESSA
Salary Schedule A

| Step | Position | 2021-22 | 2022-23 | 2023-24 |
|------|-------------------------------|---------|---------|---------|
| 1 | Bus Driver Extra Trips | \$18.60 | \$18.65 | \$18.70 |
| 2 | | \$18.85 | \$18.90 | \$18.95 |
| 3 | | \$19.10 | \$19.15 | \$19.20 |
| 4 | | \$19.35 | \$19.40 | \$19.45 |
| 5 | | \$19.60 | \$19.65 | \$19.70 |
| 6 | | \$19.85 | \$19.90 | \$19.95 |
| 7 | | \$20.10 | \$20.15 | \$20.20 |
| 8 | | \$20.55 | \$20.60 | \$20.65 |
| 9 | | | \$21.05 | \$21.10 |
| 10 | | | | \$21.55 |

| | | | | |
|---|------------------------------|---------|---------|---------|
| 1 | Substitute Bus Driver | \$21.25 | \$21.50 | \$21.75 |
|---|------------------------------|---------|---------|---------|

| | | | | |
|----|-----------------------------|---------|---------|---------|
| 1 | Food Service Lead #1 | \$16.60 | \$16.85 | \$17.00 |
| 2 | | \$16.90 | \$17.15 | \$17.30 |
| 3 | | \$17.20 | \$17.45 | \$17.60 |
| 4 | | \$17.50 | \$17.75 | \$17.90 |
| 5 | | \$17.80 | \$18.05 | \$18.20 |
| 6 | | \$18.10 | \$18.35 | \$18.50 |
| 7 | | \$18.40 | \$18.65 | \$18.80 |
| 8 | | \$18.70 | \$18.95 | \$19.10 |
| 9 | | | \$19.25 | \$19.40 |
| 10 | | | | \$19.70 |

| | | | | |
|----|-----------------------------|---------|---------|---------|
| 1 | Food Service Lead #2 | \$16.15 | \$16.30 | \$16.45 |
| 2 | | \$16.45 | \$16.60 | \$16.75 |
| 3 | | \$16.75 | \$16.90 | \$17.05 |
| 4 | | \$17.05 | \$17.20 | \$17.35 |
| 5 | | \$17.35 | \$17.50 | \$17.65 |
| 6 | | \$17.65 | \$17.80 | \$17.95 |
| 7 | | \$17.95 | \$18.10 | \$18.25 |
| 8 | | \$18.25 | \$18.40 | \$18.55 |
| 9 | | | \$18.70 | \$18.85 |
| 10 | | | | \$19.15 |

| | | | | |
|----|--------------------------------|---------|---------|---------|
| 1 | Food Service Production | \$15.00 | \$15.25 | \$15.55 |
| 2 | | \$15.20 | \$15.45 | \$15.75 |
| 3 | | \$15.40 | \$15.65 | \$15.95 |
| 4 | | \$15.60 | \$15.85 | \$16.15 |
| 5 | | \$15.80 | \$16.05 | \$16.35 |
| 6 | | \$16.00 | \$16.25 | \$16.55 |
| 7 | | \$16.20 | \$16.45 | \$16.75 |
| 8 | | \$16.80 | \$17.05 | \$17.35 |
| 9 | | | \$17.65 | \$17.95 |
| 10 | | | | \$18.30 |

| | | | | |
|----|-----------------------------|---------|---------|---------|
| 1 | Food Service Utility | \$14.00 | \$14.20 | \$14.30 |
| 2 | | \$14.25 | \$14.45 | \$14.55 |
| 3 | | \$14.50 | \$14.70 | \$14.80 |
| 4 | | \$14.75 | \$14.95 | \$15.05 |
| 5 | | \$15.00 | \$15.20 | \$15.30 |
| 6 | | \$15.25 | \$15.45 | \$15.55 |
| 7 | | \$15.50 | \$15.70 | \$15.80 |
| 8 | | \$15.95 | \$16.10 | \$16.20 |
| 9 | | \$16.40 | \$16.50 | \$16.75 |
| 10 | | | \$16.90 | \$17.30 |

**KESSA
Salary Schedule A**

| Step | Position | 2021-22 | 2022-23 | 2023-24 |
|------|-------------------------|---------|---------|---------|
| 1 | Substitute Food Service | \$14.00 | \$14.00 | \$14.00 |
| 1 | Transport Van Driver | \$17.50 | \$18.00 | \$18.50 |

Longevity

| Years Completed in the District | | | | |
|---------------------------------|---------|---------|---------|--|
| Years | 2021-22 | 2022-23 | 2023-24 | |
| 7 to 9 Year | \$0.15 | \$0.20 | \$0.20 | |
| 10 to 14 Years | \$0.25 | \$0.25 | \$0.25 | |
| 15 to 19 Years | \$0.30 | \$0.30 | \$0.30 | |
| 20 to 24 Years | \$0.35 | \$0.35 | \$0.35 | |
| 25 to 29 Years | \$0.40 | \$0.40 | \$0.40 | |
| 30+ Years | \$0.45 | \$0.45 | \$0.45 | |

SCHEDULE B

INSURANCE BENEFITS

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

PriorityHealth : Kelloggsville Public Schools
 HMO HSA \$1400 Deductible 90%

Coverage for: Subscriber/Dependent | Plan Type: HMO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **Note: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage or to get a copy of the complete terms of coverage, visit us at PriorityHealth.com or call 1-800-446-5674. For general definitions of common terms, such as allowed amount, balance billing, co-insurance, co-payment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-446-5674 to request a copy.

| Important Questions | Answers | Why this Matters |
|---|---|---|
| What is the overall deductible? | \$1,400 person / \$2,800 family | Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, the overall family deductible must be met before the plan begins to pay. |
| Are there services covered before you meet your deductible? | Yes, the deductible doesn't apply to preventive care. | This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other deductibles for specific services? | No. | You don't have to meet deductibles for specific services. |
| What is the out-of-pocket limit for this plan? | Yes. \$2,000 person / \$4,000 family | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met. |
| What is not included in the out-of-pocket limit? | Premiums, balance-billed charges, health care this plan doesn't cover, services that exceed an annual day/visit limit, and any co-pays and co-insurance you pay for any non-essential health benefit. | Even though you pay these expenses, they don't count toward the out-of-pocket limit. |
| Will you pay less if you use a network provider? | Yes. See PriorityHealth.com or call 1-800-446-5674 for a list of participating providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services. |
| Do you need a referral to see a specialist? | No. | You can see the in-network specialist you choose without a referral. |

All co-payment and co-insurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|---|--|--|---|---|
| | | Participating Provider (You will pay the least) | Non-Participating Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | 10% co-insurance/ visit | Not covered | Prescription drug co-pay may also apply when selected injectable drugs are provided. Prescription drugs for infertility treatment covered only with prescription drug addendum. |
| | Specialist visit | 10% co-insurance/ visit | Not covered | |
| | Other practitioner office visit | <ul style="list-style-type: none"> • 10% co-insurance/ visit for retail health clinic services • 50% co-insurance/ visit for family planning/ infertility services • 50% co-insurance for Temporomandibular Joint Function (TMJ) treatment and Orthognathic surgery | <ul style="list-style-type: none"> • Retail health clinics not covered • Family planning/ infertility services not covered • Temporomandibular Joint Function (TMJ) treatment and Orthognathic surgery not covered | |
| | Preventive care/screening/immunization | No charge | Not covered | Preventive care services are those listed in Priority Health's Preventive Health Care Guidelines, including women's preventive health care services. Deductible does not apply. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. |
| If you have a test | Diagnostic test (x-ray, blood work) | 10% co-insurance | Not covered | Prior Authorization required for genetic testing. |
| | Imaging (CT/PET scans, MRIs) | 10% co-insurance | Not covered | Prior Authorization required for certain radiology examinations. |

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

| Common Medical Events | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|---|--|--|--|--|
| | | Participating Provider (You will pay the least) | Non-Participating Provider (You will pay the most) | |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://www.priorityhealth.com/prog/pharmacy/pharmacy.cgi | Generic drugs (Tier 1) | \$10 co-pay/ retail prescription \$20 co-pay/ mail order prescription | Not covered | Costs shown in the "What You Will Pay" columns apply to drugs on the approved drug list when obtained from a Participating Provider. Covers up to a 31-day supply (retail prescription); Covers up to a 90 day supply (mail order prescription) Up to a 90-day supply of medication (excluding Specialty Drugs) may be obtained at one time for three applicable Copayments at a retail Participating Pharmacy. 50% co-insurance/ prescription for infertility drugs. |
| | Preferred brand drugs (Tier 2) | \$40 co-pay/ retail prescription \$80 co-pay/ mail order prescription | Not covered | |
| | Non-preferred brand drugs (Tier 3) | \$40 co-pay/ retail prescription \$80 co-pay/ mail order prescription | Not covered | |
| | Preferred specialty drugs (Tier 4) | \$40 co-pay/ retail prescription | Not covered | |
| | Non-Preferred specialty drugs (Tier 5) | \$40 co-pay/ retail prescription | Not covered | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 10% co-insurance/ visit | Not covered | Including outpatient care, observation care and ambulatory surgery center care. Prior Authorization may be required. Prior Authorization is required for bariatric surgery. Coverage is limited to one bariatric surgery per lifetime. Unless medically necessary, a second bariatric surgery is not Covered, even if the first procedure occurred prior to joining this plan. |
| | Physician/surgeon fees | 10% co-insurance/ visit | Not covered | |
| If you need immediate medical attention | Emergency room services | 10% co-insurance/ visit | Covered at the in-network benefit level; R&C limitations apply | -----none----- |
| | Emergency medical transportation | 10% co-insurance/ visit | Covered at the in-network benefit level; R&C limitations apply | -----none----- |
| | Urgent care | 10% co-insurance/ visit | Covered at the in-network benefit level when obtained outside of the Service Area; R&C limitations apply | Urgent Care services received from a Non-Participating Provider who is located in our Service Area are not Covered. |

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

| Common Medical Events | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|--|--|--|---|---|
| | | Participating Provider (You will pay the least) | Non-Participating Provider (You will pay the most) | |
| If you have a hospital stay | Facility fee (e.g., hospital room) | 10% co-insurance/ visit | Not covered | <p>Prior Authorization is required at least 5 working days in advance, except in emergencies or for Hospital stays for a mother and her Newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section.</p> <p>Notification must be provided for all admissions following emergency room care.</p> <p>Prior Authorization is required for bariatric surgery. Coverage is limited to one bariatric surgery per lifetime. Unless medically necessary, a second bariatric surgery is not Covered, even if the first procedure occurred prior to joining this plan.</p> |
| | Physician/surgeon fee | 10% co-insurance/ visit | Not covered | |
| If you need mental health, behavioral health, or substance abuse services | Mental/Behavioral health outpatient services | 10% co-insurance/ visit | Not covered | <p>No charge for first three visits with participating provider within 90 days of discharge from a participating hospital for mental health inpatient care.</p> <p>Including medication management visits.</p> |
| | Mental/Behavioral health inpatient services | 10% co-insurance/ visit | Not covered | Including Residential Treatment and partial hospitalization. Except in an emergency, Prior Authorization required. |
| | Substance use disorder outpatient services | 10% co-insurance/ visit | Not covered | Including medication management visits. |
| | Substance use disorder inpatient services | 10% co-insurance/ visit | Not covered | Including subacute Residential Treatment and partial hospitalization. Except in an emergency, Prior Authorization required. |
| If you are pregnant | Routine prenatal and postnatal care | No charge | Not covered | <p>Routine prenatal and postnatal visits are covered under your Preventive Health Care Services benefit.</p> <p>Appropriate office visit charge (PCP or specialist) may apply to physician office services for complications of pregnancy.</p> |
| | Delivery professional fees | 10% co-insurance/ visit | Not covered | -----none----- |
| | Delivery facility fees | 10% co-insurance/ visit | Not covered | -----none----- |

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

| Common Medical Events | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|---|--|--|---|--|
| | | Participating Provider (You will pay the least) | Non-Participating Provider (You will pay the most) | |
| If you need help recovering or have other special health needs | Home health care | 10% co-insurance/ visit | Not covered | Including hospice care services; excluding rehabilitation and habilitation services. Prior Authorization required, except for hospice care. |
| | Rehabilitation services <i>not</i> for the treatment of Autism Spectrum Disorder | 10% co-insurance/ visit | Not covered | Physical and occupational therapy limited to a combined 60 visits per contract year. Osteopathic and chiropractic manipulation limited to a combined 30 visits per contract year. Speech therapy limited to 60 visits per contract year. Cardiac rehabilitation & pulmonary rehabilitation limited to a combined 60 visits per contract year. |
| | Habilitation services for treatment of Autism Spectrum Disorder <i>only</i> | 10% co-insurance/ visit | Not covered | Prior Authorization required for Applied Behavior Analysis (ABA). Covered services include Physical, Occupational, and Speech Therapy and Applied Behavior Analysis (ABA). Services are Covered for children and adolescents under age 19 only. Multiple charges may apply during one day of service. |
| | Habilitation services not for the treatment of Autism Spectrum Disorder | Not covered | Not covered | Not covered |
| | Skilled nursing care | 10% co-insurance/ visit | Not covered | Services received in a skilled nursing care facility, subacute facility, inpatient rehabilitation care facility or hospice care facility are limited to a combined 90 days per contract year. Prior Authorization required, except for hospice care. |
| | Durable medical equipment (DME) | No Charge/ visit | Not covered | Including rental, purchase or repair. Prior Authorization required for equipment over \$1,000, all rentals and all shoe inserts. |
| | Prosthetics & orthotics | No Charge/ visit | Not covered | |
| | Hospice service | 10% co-insurance/ visit | Not covered | This benefit applies to hospice services provided in the home only. Any hospice services provided in a facility will be subject to the appropriate facility benefit. |
| If your child needs dental or eye care | Child eye exam | Not covered | Not covered | Not covered |
| | Child glasses | Not covered | Not covered | Not covered |
| | Child dental check-up | Not covered | Not covered | Not covered |

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

Excluded Services & Other Covered Services:

| Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or plan documents for more information and a list of any other <u>excluded services</u> .) | | |
|--|---|--|
| <ul style="list-style-type: none">• Acupuncture• Cosmetic surgery• Dental care (Adult & Child) | <ul style="list-style-type: none">• Habilitation services not for the treatment of Autism Spectrum Disorder• Hearing aids• Long-term care | <ul style="list-style-type: none">• Non-emergency care when traveling outside the U.S.• Private-duty nursing• Routine eye care (Adult & Child)• Routine foot care |
| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan documents</u> .) | | |
| <ul style="list-style-type: none">• Bariatric surgery• Chiropractic care | <ul style="list-style-type: none">• Infertility treatment - diagnostic, counseling and planning services for the underlying cause of infertility | <ul style="list-style-type: none">• Weight loss programs |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Insurance and Financial Services (DIFS) at 1-877-999-6442 or difs-HICAP@michigan.gov; the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x61565 or www.cciio.cms.gov; or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Priority Health at 1-800-446-5674 or www.priorityhealth.com; the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; or the Department of Insurance and Financial Services (DIFS) at 1-877-999-6442 or difs-HICAP@michigan.gov. Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) at 1-877-999-6442 or difs-HICAP@michigan.gov.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-446-5674.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-446-5674.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-446-5674.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-446-5674.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next section-----

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1146. The time required to complete this information collection is estimated to average 0.08 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.



PO Box 610
 Southfield, MI 48037
 248-901-3705

KELLOGGSVILLE PUBLIC SCHOOLS Dental Benefits Plan
 Custodial

Group # 42109

The Plan-at-a-Glance

PPO Networks: ADN Dental Network, DenteMax

Maximum Benefits

September 1st through August 31st

| | |
|------------------|--|
| Annual Maximum | \$1,000 per eligible individual for covered class I, II and III services |
| Lifetime Maximum | \$1,500 per eligible individual for covered class IV services |
| TMJ Services | Applies to annual maximum, up to lifetime maximum of \$1000 |

Class I Preventive Services – 50%

*****Incentive Plan Increases 10% per year to 100%**

| | |
|---|-------------------------------|
| Routine Oral Examinations | Twice per plan year |
| Prophylaxis (Cleaning), Periodontal Maintenance | Twice per plan year |
| Topical Application of Fluoride | Twice per plan year to age 18 |
| Bitewing X-Rays | Twice per plan year |
| Full-Mouth Series or Panoramic X-Rays | Once per 36 months |
| All Other X-Rays | |

Class II Restorative Services – 50%

*****Incentive Plan Increases 10% per year to 100%**

| | |
|-----------------------------------|---|
| Composite and Amalgam fillings** | |
| Space Maintainers | Up to age 14 |
| Inlays, Onlays and Crowns | |
| Root Canal Therapy | |
| Periodontal Root Planing | |
| Periodontal Surgery | |
| Oral Surgery and Extractions | Medical plan primary for certain procedures |
| General Anesthesia or IV Sedation | With covered oral surgery |
| Occlusal Guards | For Bruxism Only |
| TMJ Appliances and Services | |

Class III Major Services – 50%

Annual deductible applies

Complete and Partial Removable Dentures
 Fixed Partial Dentures (Bridges)
 Denture Repair and Adjustment
 Denture Reline or Rebase
 Addition of Teeth to Partial Dentures

Class IV Orthodontic Services – 50%

| | |
|------------------------------------|---|
| Limited and Interceptive Treatment | Removable and Fixed Appliance Therapy, up to age 19 |
| Comprehensive Treatment | Fixed Appliance Therapy, up to age 19 |

Not Covered

Sealants Implants and Related Restorations Cosmetic Treatment

Deductible – \$25 Individual Lifetime Class I & II, \$25 Individual/\$50 Family Annual Class III

Missing Tooth Clause – None

12 Month Billing Limitation

**Composite and resins are not covered for posterior teeth, alternate benefit applies

Waiting Periods – None

**Prosthetics are considered on delivery date

COB – Standard

***Annual Routine Exam or Prophy required for increase or retention of higher benefit level

****Note – Quotes of benefits do not constitute a guarantee of payment. Eligibility is determined at time of service. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan document for additional coverage details and limitations. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

KELLOGGSVILLE PUBLIC SCHOOLS
VISION PLAN SPECIFICATIONS
 KEA/KESSA/Secretarial + Clerical/Administrative

The BOE will provide vision insurance for qualifying members, as per the following specifications:

1. Plan Year: **September 01, 2021 through August 31, 2024**

2. **Steps for Employee Reimbursement:**
 - A. The employee will obtain vision services from provider of their choice and pay at the point of service.
 - B. The employee will submit a **detailed paid receipt with a reimbursement form** to the central office.
 - C. The employer will remit an amount to the employee as per the listed **maximum rates after the \$25.00 individual/\$50.00 family deductible has been met.**
 - D. Total reimbursement; The Board will allocate **\$800** for vision insurance for qualifying employees. The employee and family members will not exceed the **\$800** allocation per year.

3. You will receive reimbursement for **one pair of glasses or contacts per person per plan year.**

LISTED BELOW ARE THE SCHEDULED RATES FOR MAXIMUM REIBURSEMENT:

| | | | |
|--|----------|--|----------|
| ONE: | | ONE TYPE OF LENS: | |
| EXAM (Optometrist) | \$ 60.00 | Regular Lens | \$135.00 |
| (Ophthalmologist) | \$ 70.00 | Bifocals | \$135.00 |
| | | Trifocals-Progressive | \$175.00 |
| ONE: | | High Index | \$175.00 |
| CONTACTS: Standard/Cosmetic | \$175.00 | | |
| | | <u>ITEMS NOT COVERED</u> | |
| ONE: | | Non-Glare Coatings are not covered | |
| FRAMES | \$160.00 | Polycarbonates are not covered | |
| | | Warranties are not covered | |
| | | Refractions are not covered | |
| In addition to the cost of the lens | | | |
| POLAROID: | | PHOTOCHROMICS: (sun or gradient tints/color coated) | |
| Single Lenses | \$ 80.00 | Single Lenses | \$ 60.00 |
| Bifocal | \$125.00 | Bifocal | \$100.00 |
| Trifocal-Progressive | \$150.00 | Trifocal-Progressive | \$150.00 |

Oversize/Rimless/Blended Bifocal:
 Included in lens allowance shown above-employees pay the balance

Vision Plan Reimbursements:

The plan allows the employee and dependents to receive reimbursement for **one eye exam and either one pair of glasses or contacts per plan year up to the total reimbursement per qualifying employee.** You must pay for the invoice at the point of service before reimbursement can be made and submit a detailed paid receipt with a reimbursement form to the Central Office.

**** For your convenience, we have subscribed with RxOptical’s Vision Advantage Program for added savings, if you choose. Use the RXOptical card if interested.**

LONG-TERM DISABILITY & LIFE INSURANCE

A. L.T.D. Plan Specifications

1. There will be ninety (90) day modified file waiting period.
2. The maximum benefit shall be 66 2/3% of your regular contractual salary subject to subject to a maximum schedule amount of \$2,500.
3. The combined limit can be 70%.
4. There will be a pre-existing condition waiver.
5. There will be a social security freeze.
6. There will be a primary social security offset.
7. There will be no exclusion on Mental & Nervous (two year limitation).
8. There will be a primary employee retirement offset.
9. Up to one year of health insurance premiums will be paid by the Board provided the employee does not have other coverage initiated by the disability.

B. Life Insurance

1. \$25,000 benefit for qualifying employees.