

***MASTER AGREEMENT***  
***2015-2016***



**KEARSLEY COMMUNITY  
SCHOOL DISTRICT  
AND THE  
KEARSLEY EDUCATION  
ASSOCIATION**

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**MASTER AGREEMENT**

*2015-2016*

**KEARSLEY COMMUNITY SCHOOL DISTRICT**

**AND THE**

**KEARSLEY EDUCATION ASSOCIATION**

**PREAMBLE**

This agreement is entered into by the Board of Education at the Kearsley Community Schools in the city of Flint, Michigan, hereinafter called the "Board" and the Kearsley Education Association, MEA-NEA, hereinafter called the "Association."

**WITNESSETH**

Whereas the Board and the Association recognize and declare that providing a quality education for the students of Kearsley Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

Whereas the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant to the Public Employment Relations Act ("PERA"), MCL 423.201 et seq., to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representatives, as defined in, Section 11 of PERA, MCL 423.211, for all regularly employed professional personnel certified by the Michigan State Board of Education, but excluding supervisory and executive personnel and office and clerical employees. The term "Teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and reference to male teachers shall include female teachers. The term "Non-teaching Professional Staff Member" includes those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act.
- B. The Board agrees not to negotiate with or recognize any teacher organization other than the Association for the duration of this Agreement.

## ARTICLE II - PROFESSIONAL DUES

- A. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board, a form authorizing deduction of membership dues or assessments of the Association. Such sum shall be deducted as dues from the regular salaries of these teachers and remitted not less frequently than monthly to the Association. Lump sum payments must be made by October 1 every year.
- B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, which sum shall be forwarded to the Association. However, if by the end of the semester the non-teaching professional staff member receiving the termination notices shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such services of a non-teaching professional staff member shall not be terminated until such time as such non-teaching professional staff member either obtained a final decision as to the validity or legality of said discharge, or said non-teaching professional staff member ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
- C. The procedure in all cases of discharge of a non-teaching professional staff member for violation of Article II B shall be as follows:
1. The Association shall notify the non-teaching professional staff member of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.
  2. If the non-teaching professional staff member fails to comply, the Association shall file charges, in writing with the Board, and shall request termination of the non-teaching professional staff member's employment. A registered letter from the Association's agent will state steps the Board of Education is to take in compliance with this termination.
  3. Upon the receipt of said charges and request for termination, the Board shall conduct a hearing on said charges, and to the extent that said non-teaching professional staff member is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.
  4. Termination of services for non-compliance may be no later than the end of the current semester.

- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Article II, A - C, of this Master Agreement. The Association further agrees to indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Association, after consultation with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

### **ARTICLE III - EFFECT OF AGREEMENT**

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to, or inconsistent with its terms.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or regulations of the No Child Left Behind Act, MCLA 380.1280 and the Michigan State Board of Education then such provision or application shall be deemed null and void except to the extent permitted by law. All other provisions or applications of this contract shall continue in full force and effect.
- C. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.
- D. Any individual contract hereafter executed shall be in a written format agreed upon by both parties and shall be expressly made subject to, and consistent with, the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Master Agreement, the Agreement, during its duration, shall be controlling.
- E. Copies of the Agreement entitled "Master Agreement between the Kearsley Community School District and the Kearsley Education Association, M.E.A.-N.E.A." shall be printed at the expense of the Board and one copy provided for each teacher. The Association will pay the Board of Education at the rate as established at the time of printing for any additional copies of the Master Agreement the Association would request.

- F. The Board of Education shall be responsible for printing this Agreement and the Association shall be responsible for the distribution of the Agreement.
- G. There shall be three signed copies of the final agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.
- H. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement. The approved minutes of the negotiation sessions shall be used to clarify this Master Agreement.
- I. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining units, shall be construed to constitute a continuing waiver of the right to enforce such provision.
- J. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- K. The calendar for each year shall be in accordance with the State law for State aid reimbursement and in keeping with the State-mandated Intermediate School District calendar. The parties agree that calendars for subsequent years will be negotiated and ratified by April 1 of each previous year. The calendar shall be set forth in Appendix C.
- L. Each teacher and principal or designee shall be available to meet once at a mutually agreed upon time during the thirty (30) calendar days before the first student report day if requested.
- M. Each teacher shall also complete classroom preparations before the first student report day.

#### **ARTICLE IV - TEACHER RIGHTS**

- A. The Association and its members shall schedule the use of school building facilities for meetings, in accordance with Board policy. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.
- B. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, which shall be provided in each teacher lounge. The Association may use the district mail services and teacher mailboxes for communications to teachers.

- C. In all instances in which a teacher and principal should meet, both parties have the right to request the presence of an association representative and/or another administrator. If the representative requested is from outside the building, the meeting will be held after school on that day. This time limit may be extended by written mutual agreement.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.
- E. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that any employee covered in this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- F. Any complaint by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention if it is to become a matter of record.
- G. If at the Elementary level as a result of a parental complaint it is proposed that a student be placed in a different classroom, prior to a final decision, both sending and receiving teachers shall discuss the pedagogical wisdom of such move and make a recommendation to the administration.

#### **ARTICLE V - TEACHER RESPONSIBILITIES**

- A. A teacher who resigns prior to the school year shall make every effort to submit his resignation no later than August 1.
- B. Any violation of responsibilities outlined in this contract shall be judged sufficient grounds for appropriate disciplinary action by the Board of Education.
- C. Teachers shall be held accountable for school materials, equipment and facilities while under their supervision and shall properly store such school property in facilities provided by the school.
- D. Teachers are responsible for all students within reason, what is reasonable considering proximity and awareness. Teachers need to intervene if it's anything that affects a safe and secure environment.
- E. Teachers shall keep accurate records of attendance, grades and class counts and should respond in timely fashion to reasonable requests for relevant information.



- F. For the duration of the Master Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.
- G. Teachers shall be responsible to refer students who are experiencing difficulties in class.
- H. The Association shall designate a teacher in each school building as the Association Representative (A.R.) to meet with the principal. The principal and A.R. shall meet at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems, which may arise. These meetings are not intended to bypass the grievance procedure.
- I. Since professional development days are required by state law and the contract, teachers must attend the number required by the contract. The days must be made up no later than the first teacher report day of the next school year.

If teachers miss professional development day(s) scheduled during the day in the school year they must make up the day(s) according to an approved plan. The teacher will be charged a sick day but will gain that sick day back when they make up that day by the end of the contract year. If they do not make up the day(s) missed by the first teacher report day of the next school year, they shall be docked a full day's pay, will not be credited their sick day, and may be subject to discipline. No teacher shall make more than 100% of their daily pay for making up professional development days. Teachers may not use a personal day on a professional development day scheduled during the school year.

#### **ARTICLE VI - BOARD RIGHTS AND RESPONSIBILITIES**

- A. It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. A handbook of current Board policies shall be prepared by the Board and a copy made available in each building and to the KEA.
- C. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information as prescribed by law.

#### **ARTICLE VII - JOINT RESPONSIBILITIES**

- A. The rights and responsibilities exercised by the Board and Association shall be in conformity with the provisions of this Agreement.

- B. The Board and Association shall continue to cooperate in improving the selection and use of the tools of the teaching profession.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### **ARTICLE VIII - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by the Agreement are set forth in Appendix D, which is attached to, and incorporated in, this Agreement. Such salary schedules shall remain in effect from the first teacher report day of the next school year.
- B. Traveling teachers shall be compensated for driving between schools or other required points of work at the rate allowable by IRS. Mileage will be computed from the mutually agreed upon table. Payment will be made at the end of each semester in a separate check.
- C. Teachers shall have the option of a twenty-one (21) or twenty-six (26) equal pay plan through the year. The pay plans shall be continuous every other week. Direct deposit is mandatory.
- D. The Board agrees to provide voluntary deductions as approved by the Board and the bargaining unit such as: annuities, charitable contributions, insurance. Such deductions, however, shall not be contrary to law.
- E. If a substitute is not secured and a presently employed teacher substitutes during his preparation period, he will be paid one-sixth of the BA-0 per diem rate in addition to his regular salary.
- F. Elementary: If a regularly employed teacher takes a class in addition to his own for another teacher, that teacher shall be reimbursed at the established substitute wage in addition to his regular salary. If the classes are divided between two teachers, they shall share the amount equally.
- G. Outside service may be allowed. Prior to signing a contract, a prospective new employee shall be informed in writing that experience credit for salary purposes only may be allowed to the top step of the salary schedule. Such allowed experience credit shall not exceed actual experience. This outside service is limited to:
  - 1. Maximum of two (2) years military service or Peace Corps.
  - 2. Experience as a certified teacher.
  - 3. Related experience, other than teaching, limited to six (6) years.
  - 4. Related areas shall be determined by the Administration, limited to six (6) years.

- H. Salary adjustments due to continued academic training must be confirmed by presenting necessary transcripts before October 1, or March 1, and signed "received" by the Central Office. A written request for any salary adjustment must accompany transcripts. The payment will be retroactive to the beginning of that semester.
- I. To qualify for the B.A. plus 18 graduate hours, M.A. plus 15, or the M.A. plus 30 or Specialist column, the work must be towards a higher degree and/or in the area of education for which the teacher is certified, or in his major field of study. To qualify for a particular column on Appendix E the teacher must have fulfilled the requirements for each preceding column.
- J. Any teacher who dies while in the employ of the Kearsley School District during the duration of this Agreement will leave an estate entitlement in the amount of his earned but unpaid salary plus payment of 50% of his accrued sick leave at his existing daily rate.
- K. Each teacher who has completed 25 years of seniority as a teacher in the Kearsley Community Schools at the start of any school year shall be eligible for annual longevity pay of \$1300\*. For the purpose of longevity, the general education and alternative education seniority lists shall be combined. The longevity pay shall be in a separate check paid on the first payroll in December. Eligible teachers who leave before the school year ends will have their longevity pay prorated. Time on unpaid leave shall not be counted as years of service.
  - \* In order to be eligible for longevity pay, a teacher must have completed their 25 years of seniority by December 1.
- L. Part-time employees who are required to work past the scope of their assignment on inservice days will be paid equal to a substitute teacher's pay at the rate received after working five (5) days or more. For example, a teacher is paid regular wage for half-day and receives one-half of substitute pay for the other half of the day.
- M. For salary schedule purposes, the teacher shall be given credit for a full year's service if they work one semester. No salary credit will be given for service less than one semester. The teacher shall retain all salary credit accumulated prior to the beginning of the leave subject to the above. Working one semester shall mean working all days\*\* in a given semester.
- N. For seniority purposes, the teacher shall be given seniority for each day\*\* worked. However, beginning with the 2005-2006 school year, in the case of part-time employees, seniority will be earned in direct proportion to the pro-rated salary of the individual member's contract.

\*\* A day shall mean a day for which the teacher is paid by the district, including through sick and Sick Bank days, and also for up to 75 calendar days through worker compensation pay.

## ARTICLE IX - ILLNESS OR DISABILITY LEAVES

- A. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association: such days to be used at the discretion of the Association. The Association agrees to notify the Board no less than two (2) working days in advance of taking such leave. These days will be purchased by the Association at the established substitute wage.
- B. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance. Three of the ten (10) days may be used as personal days, non-accumulative. The unused portion of sick days shall accumulate to a maximum of one hundred (100) days.
- C. Legitimate and ethical reasons for sick leave are:
  - 1. Illness or physical disability of the teacher.
  - 2. Illness and/or death in the immediate family, which shall include mother, father, mother-in-law, father-in-law, sibling, spouse, children, grandparents, spouse's grandparents, grandchildren, brother-in-law and sister-in-law.
  - 3. Utilization of sick leave other than as described in this paragraph shall result in forfeiture of pay at the teacher's Per Diem rate (see App. E) and may result in other disciplinary measures as appropriate.
- D. In the event that the service of any teacher is interrupted by reason of discharge, termination, or suspension and said teacher has utilized more sick leave days than have been accumulated on a pro rata basis, then the said days shall be deducted from the Sick Bank.
- E. An employee who is ill the days before and after a holiday will not be docked in pay for that day, nor will that holiday be docked from his sick days if the employee presents a statement from a doctor stating he was ill on the above mentioned days. In the case that an employee is absent due to the illness of a member of his immediate family (as described in Article IX, paragraph C2) the same ruling shall apply.
- F. A teacher may be allowed to use personal days before and after a holiday and/or before and after midwinter break at the discretion of his building principal. Teachers may not use a personal day on a professional development day scheduled during the school year.
- G. Sick leave and personal days may be taken on a half-day basis.
- H. Personal days shall not be granted on days when there is inclement weather but when school is in session unless those days were approved in advance.

- I. Teachers shall be informed of a telephone number that they may call at any time, but no later than 6:15 a.m. for secondary staff and 6:45 a.m. for elementary staff to report unavailability for work. Teachers are requested to call as early as they know they will be unavailable for work (e.g., during the afternoon or evening before the day of absence) and not wait until the 6:15 a.m. or 6:45 a.m. deadline. The earlier the call, the easier it is to secure a substitute. Teachers must call in their unavailability for work or it will be presumed they will be present at work. (See the building Teacher Handbook for more procedures.)
- J. In addition to the sick/personal days a teacher shall be granted five (5) consecutive working days in case of the death of each member of the immediate family. The immediate family shall include spouse, children, parents, brothers, sisters, in-laws, grandparents and grandchildren. In extenuating circumstances, the days may be taken non-consecutively upon approval of the superintendent/designee.

### **ARTICLE X - SICK BANK**

- A. The Sick Bank shall be continued for teachers in the Kearsley School District. The Sick Bank shall be subject to the following provisions:
  - 1. Each year a teacher shall donate one sick day at the beginning of each school year. The Sick Bank Committee may assess a second day if needed to fund the Sick Bank. Any assessment of a second day shall be at the beginning of a school year.
  - 2. The Sick Bank Committee shall be responsible to develop the policies of the Sick Bank and to manage the Sick Bank to avoid an inadequate balance.
  - 3. Supporting medical evidence shall be presented, with applications, to draw upon the Sick Bank.
  - 4. The decisions of the Sick Bank Committee shall not be subject to the grievance procedures by a teacher or by the Association.
  - 5. Sick days remaining in the Sick Bank at the end of each year shall be allowed to accumulate indefinitely.
- B. The Sick Bank Committee shall be maintained by the Association.

### **ARTICLE XI - ATTENDANCE INCENTIVE/SICK DAY ACCUMULATION**

- A. All days in excess of one hundred (100) will be subject to an optional buy back at the rate of \$20.00 each, payable at the end of each school year. Members will submit written requests for buy back days.
- B. All teachers having from 0-100 sick days shall be compensated for these days at the rate of \$37.26 upon their retirement.

## **ARTICLE XII - SABBATICAL LEAVE**

- A. Kearsley employees having four (4) or more years of service may apply for a Sabbatical Leave for professional improvement.
- B. Requests for leaves shall be made by March 1 for the fall semester or October 1 for the winter semester. At the regular Board meeting following this deadline, the Board shall make decisions on all sabbatical leave applications. Leaves shall be made on a semester or year basis and may be renewable for a second semester/year at the discretion of the Board.
- C. Appropriate reasons for sabbatical leave shall include but not be limited to:
  - 1. Study in the teacher's area of certification.
  - 2. Study to meet eligibility requirements of certification in an area other than that held by the teacher.
  - 3. Study, research, or special teaching assignment involving practical advantage to the school system.
- D. During the sabbatical leave, the teacher shall be under contract to, and shall be considered in the employ of Kearsley Community Schools and shall be paid one half his-annual salary and retain full fringe benefits, providing said teacher does not utilize approved leave for gainful employment elsewhere.
- E. Any teacher granted a sabbatical leave shall obligate himself to return for two years of employment by the Kearsley Community Schools immediately upon expiration of the sabbatical leave. Otherwise, the grant shall become a loan to be repaid within six (6) months with no interest.
- F. A non-teaching professional staff member returning from a sabbatical leave shall be restored to his own position or a position not less than one of a like nature and status and be placed on the salary schedule corresponding to his placement at the time of leaving. A teacher returning from a sabbatical leave shall be placed on the salary schedule corresponding to the teacher's placement at the time of leave.

## **ARTICLE XIII - OTHER PAID LEAVES**

- A. A teacher called during the school day for jury duty or to give testimony before any judicial or administrative tribunal, arbitration or fact-finding hearing shall be compensated for the difference between the teaching pay and the compensation received from the judicial body requesting his presence. The teacher shall notify the appropriate supervisor as soon as reasonably possible of such obligation. When jury duty requires one half day or less of the employee's time, the employee shall report back to his supervisor for assignment for the remainder of his work shift. The employee shall present official verification to the personnel office before he will be reimbursed for the difference between that pay and his regular salary.

- B. Requests to attend professional conferences may be granted by the Board of Education subject to the following provisions:
1. Requests to attend such conferences must be submitted to the building principal, in writing, ten (10) school days in advance of the conference. This request must be approved by the Superintendent of Schools or his designee, and an answer must be given to the applicant five (5) school days in advance of the conference date requested.
  2. A written report of the conference will be required by the school principal.
  3. The principal shall be responsible for a fair rotation of teachers who will attend conferences in succeeding years.
  4. If a teacher is working in two buildings, one half day in one and one half day in the other, it must be mutually agreed between the two principals that the teacher be permitted to go.
  5. Expenses for not more than two (2) school days and one (1) evening shall be allowed at any one conference.
  6. Teachers attending professional conferences shall be paid their full salary during the approved conference days. Additional days may be allowed without payment for expenses and/or salary.
  7. Expenses shall be allowed for the following:
    - a. Registration fees which are NOT a part of the dues of any organization.
    - b. Mileage reimbursement to a maximum of 300 miles total at the rate allowable by the IRS.
    - c. Reimbursement for meals or banquet providing it is part of the conference.
- C. A proper receipt must accompany reimbursement application unless a flat fee is granted.
- D. When teachers attend conferences, whether during school time or not, and when total expenses incurred are paid by the Board, such teachers shall make themselves available for one presentation per conference at an inservice session or staff meeting during the next calendar year. Attendance at conferences shall be voluntary.

## ARTICLE XIV - UNPAID LEAVES

- A. Teachers may be granted leaves of absence for any of the following reasons:
1. Exchange teaching programs.
  2. Foreign or military teaching programs.
  3. Peace Corps.
  4. Military Duty.
  5. Child Care.
  6. Adoption.
  7. Campaigning for or serving in public office.
  8. Extended illness.
  9. Family Medical Leave (FMLA)
- B. Other leave requests may be considered by the Board of Education.
- C. When a teacher uses all of the sick days he is eligible to use (personal and sick bank), the teacher must either return to work or apply for an unpaid extended illness leave pursuant to Article XIV (A) (8). If the teacher does not return or does not apply for an extended illness leave, the Board may place the teacher on an unrequested leave.
- When a non-teaching professional staff member returns from an extended leave he shall return to his former position, provided that no more than two (2) semesters or any portion thereof has elapsed from the onset of the leave. If that position is not available because of the elimination of that position, the non-teaching professional staff member will be assigned a position of like nature.
- The leave shall be extended up to one year by the written request of the non-teaching professional staff member, or involuntarily by action of the Board, and the return shall only be at the beginning of a semester. The return shall be to the first available position for which the non-teaching professional staff member is certified.
- The FMLA and its regulations shall govern all placement decisions for teachers returning from an approved FMLA leave.
- D. All requests for leaves shall be made in writing to the Board. Leaves for a one-year period shall be from the first teacher report day of the leave year to the day prior to the first teacher report day of the next school year. Leaves for less than one year shall begin on the day that the leave is granted and continue until the day prior to the first teacher report day of the next school year.
- E. Teachers who are on a leave of absence for a one-year period may request an extension of that leave, in writing, to the Superintendent of Schools. Granting of this request for extension shall be at the discretion of the Kearsley Board of Education.



- F. A teacher wishing to return to the Kearsley Community Schools after a leave of absence must request in writing to the Superintendent of Schools such re-employment not later than March 31 of the leave year. Failure to comply with this provision shall be considered as a resignation.
- G. Any non-teaching professional staff member returning from leave of absence shall be granted the first vacancy for which he is certified and qualified. A teacher returning from exchange teaching, foreign, or military teaching shall be placed at the same step on the salary schedule as he would have been had he taught in the district during such time period. No more than two (2) years leave experience shall be granted for military or Peace Corps service. All other teachers returning from leave shall be placed on the salary schedule corresponding to their placement at the time of leaving.
- H. It shall be the responsibility of a teacher on leave of absence to advise the Superintendent of Schools of any change in address during the leave period.
- I. All requests for leaves shall be made in writing to the Board.

#### **ARTICLE XV - CHILD CARE**

- A. A leave of absence shall be granted to any teacher for the purpose of caring for a newly born child. Said leave shall commence upon request of the teacher under the following conditions:
  - 1. The reinstatement shall be at the non-teaching professional staff member's former position, provided that no more than two (2) semesters or any portion thereof have elapsed from the onset of the leave. If that position is not available, because of the elimination of that position, that teacher will be assigned a position of like nature.
  - 2. The leave shall be extended up to one year by the written request of the teacher and the return shall only be at the beginning of a semester. The return shall be to the first available position for which the non-teaching professional staff member is certified. This will not affect any teacher who presently has a child care leave.
  - 3. The teacher may use all or any portion of her sick leave to recover from her disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
  - 4. In the event of death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher. A doctor's statement should be provided indicating that the teacher is able to return to his position. The teacher returning under this provision shall be granted the first available position for which he is qualified and certified.

5. For seniority purposes, the teacher shall retain all seniority rights accumulated prior to the beginning of the leave.

For salary schedule purposes, the teacher shall be given credit for a full year's service if the teacher works one semester. No salary credit will be given for service less than one semester. The teacher shall retain all salary credit accumulated prior to the beginning of the leave subject to the above. Working one full semester shall mean working all days\* in a given semester.

\* A day shall mean a day for which the teacher is paid by the district, including sick and Sick Bank days, and also for up to 75 calendar days through worker compensation pay.

## **ARTICLE XVI - TEACHING HOURS**

- A. The teacher's work day shall be seven (7) hours.
- B. Teachers shall be at their assigned place of duty no later than ten (10) minutes before classes begin at all levels.
- C. Teachers shall be allowed to leave school after students are dismissed and buses have left school property. All teachers will leave open two (2) afternoons or mornings per week (excluding Fridays and days preceding holidays or vacations) for possible staff, department and/or curriculum meetings. These days and times (a.m. or p.m.) will be determined in each individual building. Only one of the two weekly meetings may be a full staff meeting. The administration has the flexibility to combine the two weekly meetings into one extended block of time not to exceed two hours. These extended meetings may occur up to two (2) times per semester with a minimum of a two-week notice. On the weeks that there is a two (2) hour meeting, there will be no other mandatory meetings.
- D. The Board recognizes the principle of a standard (40) hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such a standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building.
- E. All teachers shall be entitled to a thirty (30) minute, duty-free uninterrupted lunch period as established in their building.
- F. No teacher may leave the building during his regular working hours unless he has received approval from his building principal. The teacher shall notify the principal when he leaves the building during the noon hour.

- G. The regular weekly teaching load in grades K-5 shall include five (5) unassigned preparation periods. Teachers will have an equivalent amount of preparation time, which may or may not be continuous.

For duration of agreement, Elementary, Middle and High School teachers will add ten (10) minutes of student time per day. All teachers will work a seven (7) hour day and all teachers will have at least 55 minutes of preparation time. At the Elementary level the addition of the ten (10) minutes will be reflected in an increase of ten (10) minutes of preparation time attached to the teacher's lunch period. In the 2016-2017 school year, Elementary, Middle School, and High School schedules and teacher work day, will revert back to 2011-2012 schedules and work day.

- H. The regular weekly teaching load in grades 6-12 will be twenty-five (25) assigned periods and five (5) unassigned preparation periods.
- I. Each teacher shall commit one evening per semester to extra-curricular involvement with students.

### **ARTICLE XVII - TEACHING CONDITIONS**

- A. The parties agree that the maximum in the elementary schools shall be equalized whenever practical and should not exceed thirty (30) pupils for grades 3-5. Should it be necessary to exceed the thirty (30) student limit, the teacher shall be compensated at a rate of \$139.40 per student per hour per class per semester. Class size shall not exceed 33 pupils for grades 3-5.

Class size, K-2 should not exceed 28 pupils. However, should it be necessary to exceed 28 pupils, the teacher will be compensated at the above mentioned rates, to a maximum of 31. Class size shall not exceed 31 students for grades K-2. After the fall count date, no child should be moved to equalize class size once he has been assigned to a classroom for a reasonable time.

- B. Special education students who are mainstreamed will be counted for the purposes of determining class size. A mainstreamed student shall be counted at the rate of 1/5 per hour. Students mainstreamed out will be counted as a 1/5 reduction per hour.
- C. At any time after the Fall count date, if more than the maximum number of pupils are placed in an elementary or special education classroom, CMC should meet within five (5) school days of the placement to discuss the problems and attempt to recommend a solution. This solution and method(s) of implementation by CMC should be carried out by the Board of Education.
- D. It shall be the responsibility of any teacher in the elementary school whose class load exceeds the maximum number of pupils to report the situation to the Association Representative to expedite further study.

- E. The parties agree that in the High School and Middle School with the exception of activity classes, a teacher's class load shall not exceed 160 students and shall be equalized to the extent practical. Reasonable attempts shall be made to keep physical education classes at a size less than 40. Should it be necessary to exceed the student limit, the Board will compensate the teacher at a rate of \$139.40 per student per hour per class per semester.
- F. The parties recognize that some children who have physical, mental and/or emotional impairments may require special education programs or services. The parties further recognize that without proper planning and programming, particularly where the child participates in a regular classroom situation, the regular instructional program may be modified and extra demands placed upon the regular classroom teacher.
1. Teachers may be involved in IEP Team meetings when a student with a disability will be placed in their classroom for the total day or any portion of the day, in accordance with applicable state and federal law.
  2. Every attempt shall be made to supply the teacher with instructional materials to aid the educational program of students with disabilities according to the child's goals and objectives.
  3. Training shall be provided periodically to instruct the teacher on methods to be used in working with students with disabilities.
- G. Supervision of students in study hall classes is reserved to certified teachers in cases where students are enrolled in such classes and are not listed on any other class list. In cases where students are removed from class for attendance reasons, they can be supervised by a non-certified employee and are limited to the suspension room.
- H. The Board shall make available in each school, for faculty use, lavatory facilities and a combination lunchroom/lounge, appropriately furnished. Each lounge may have two (2) vending machines provided the machines are serviced by a canteen service company and such services are available without cost to the district.
- I. It is suggested that classroom teachers work cooperatively with art, music and physical education teachers in the elementary school. It is suggested that units in these classes may correlate with current classroom studies. Every effort will be made by the Administration to secure certified and qualified physical education, art and music substitute teachers when such regular teachers fail to report. These substitutes will be secured through use of a special substitute list compiled by the Administration.
- J. Teachers shall not be required to work under unsafe, unsanitary, or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, unless in emergency protection of our students.

## **ARTICLE XVIII - UNSCHEDULED SCHOOL CLOSINGS**

- A. At the beginning of each school year, two (2) official channels of communications will be designated by the Board of Education. These channels will be used by the administration to notify the students and teachers in the event that school will be closed. Every attempt shall be made to notify these channels by 6:15 a.m. Teachers need not report when school is closed.
- B. If school is in session and all students in a building are sent home because of lack of heat or water or due to weather conditions, teachers shall be relieved of duty when students have been dismissed.

## **ARTICLE XIX - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing and shall be filed with the Personnel Director and one (1) copy with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. Vacancies shall be posted in each building for at least five (5) days before the position is filled. Teachers who have filed an application for that position shall be notified individually of the opening.
- C. Any teacher who shall be transferred to an administrative or executive position and later returns to teacher status, shall be entitled to retain such as he may have had under this Master Agreement prior to such transfer to supervisory or executive status.
- D. Any administrator who has not been employed in Kearsley as a teacher, who is transferred to teacher status, will receive seniority in accordance with Article VIII:N, for all employment in Kearsley, which requires teaching certification. Placement on the salary schedule shall be a Board prerogative, so long as outside district experience credit does not exceed the contractual provisions as applied to teachers. Exception to this shall be the fulfillment of a contractual obligation the Board may have with the person involved. Effective with the start of the first day in teacher status, Association dues shall be paid for the year in progress.
- E. Job assignment is a management function and anything contained in this Article shall not usurp the Board's rights. Teachers have the right to apply for a position, but this application is not a guarantee that they will be assigned to that position.

- F. All involuntary transfers between buildings for non-teaching professional staff members shall be by district-wide seniority/qualifications by building.
1. Teachers who will be affected by a change in grade assignment in the elementary or departmental assignments in the secondary will be notified and consulted by their principals as soon as practicable. Such changes will be made voluntarily to the extent possible. For non-teaching professional staff members only such changes will be based upon certification, seniority, and qualifications.
  2. Non-teaching professional staff members with greater seniority in grade assignment in elementary or in a departmental assignment in the secondary may be moved instead of a lesser seniority non-teaching professional staff member only if it means maintaining a non-teaching professional staff member's position who is currently on staff.
  3. In the event more than one non-teaching professional staff member in the building has the same seniority in Kearsley, the involuntary transfer shall be determined by the date and time of hire.

#### **ARTICLE XX - REDUCTION IN STAFF**

- A. In order to promote an orderly reduction in personnel when the educational program, curriculum or staff is to be reduced, the following procedure will be used for non-teaching professional staff members only:
1. Seniority will be defined in accordance with Article VIII: N.
  2. Non-teaching professional staff members shall be laid off based on seniority and certification.
  3. Non-teaching professional staff members whose positions are eliminated by the reduction shall be retained if:
    - a. They have more seniority than other non-teaching professional staff members in a level or department, are certified and qualified.
    - b. In the case of special programs agreed upon by the administration and the Association, a non-teaching professional staff member must meet the qualifications as established by the Board of Education in order to bump into these programs.
    - c. Non-teaching professional staff members placed in new special programs established by the Board will only enjoy seniority protection when the job qualifications can be met by a current staff employee.
  4. The Association shall have the right to review the lay-off lists prior to notification of the individual non-teaching professional staff members.

- B. A laid off non-teaching professional staff member will be recalled in reverse order of layoff, if the non-teaching professional staff member is certified and qualified to fill the openings as they arise. The recall list shall be maintained by the Board for a period not to exceed three (3) years. Thereafter a non-teaching professional staff member laid off shall lose his rights to recall.
- C. For seniority purposes, the non-teaching professional staff member shall retain all seniority rights accumulated prior to the beginning of the layoff.

### **ARTICLE XXI - PROTECTION OF TEACHERS**

- A. The Board recognizes there is a responsibility to continue to give administrative backing and support to its teachers. Although each teacher shares the primary responsibility for maintaining proper control and discipline in the classroom, the teacher recognizes that all disciplinary action and methods enforced by them shall be reasonable and just and in accordance with Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal or his-designee, of the disposition of the teacher's report that a particular student needs such assistance.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use reasonable physical force as necessary in a school or school-related setting for the reasons specified in Section 1312 of the Revised School Code, including self-defense or the defense of another.
- C. Any case of assault upon a teacher, which had its inception in a school centered problem, shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. The teacher may request in writing the assistance of the Board in handling the incident with law enforcement and judicial authorities.
- D. The Board shall pay all legal fees accrued by a teacher to cover civil and criminal charges arising from employment, provided such activity occurs as a result of a school centered problem and is not a result of negligence or violation of Board policy or administrative procedures, and provided this information has been made available to each teacher.
- E. Time lost by a teacher in connection with any physical injury by a student that was not teacher originated and results in a physical inability to perform his teaching duties (supported by medical opinion(s)) shall not be charged against the teacher for the duration of the school year.
- F. No non-teaching professional staff member shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

## ARTICLE XXII - GRIEVANCE PROCEDURE

- A. Definition: A grievance is a complaint alleging a violation of a specific article and section of this Agreement. Exceptions to this are specified in section O.
- B. In the event that a teacher or group of teachers believes there is a basis for grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. In the event the grievance affects teachers in more than one building, it will be transmitted directly to the Superintendent's level.
- C. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure on the form set forth. This form shall be signed by the grievant and a representative of the Association. Forms shall be available from the Association representative in each building. The employee must have the grievance in writing in the principal's hand within ten (10) school days of the complaint.
- D. When a grievance is first placed in writing, it should be signed or co-signed by a member of the Association other than the grievant(s), that representative shall clearly indicate his Association position on the grievance. (Association Representative or Grievance Chairman.)
- E. Within three (3) school days of the receipt of the grievance, the principal shall meet with the Association's Representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association's Representative.
- F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting, or six (6) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent with written reasons for refusal of adjustment. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting or six (6) school days from the date of filing with the Superintendent, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board with written reasons for refusal of adjustment. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session as permitted by the Open Meetings Act, or give such other considerations as it shall deem appropriate. Disposition of the grievance, in writing by the Board, shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.



- H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator will be shared equally by the parties.
- J. The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. If an individual teacher has a personal complaint, which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.
- L. Automatic Grievance Adjustment: any grievance which is not referred to the next step in the grievance procedure by the Association within five (5) school days of receipt of an adjustment decision, shall automatically be judged as adjusted and shall not be the subject of another grievance.
- M. When an employee realizes that he has been grieved against, he should have ten (10) days in which to initiate a grievance. This ten (10) day period begins when the employee could reasonably be aware that he was grieved against. To further clarify this intent the following examples can be applied:
1. Should an employee in referring to his personnel file discover that a negative comment had been inserted in such file without his knowledge, the ten (10) day grievance period would begin with the discovery, not the insertion.
  2. Should an employee be disabled and unable to clearly assess a discrepancy in his paycheck, the ten (10) day grievance period would begin from the time he could reasonably be expected to realize this discrepancy.
  3. Should an employee be indisposed and be grieved upon, the ten (10) day grievance period would begin on the day he returns to work.
  4. Areas such as salary are considered ongoing and grievances can be filed at a reasonable time after the employee could be expected to discover discrepancies.
- N. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance, providing the Association representative has an opportunity to be present after the grievance has been reduced to writing.

- O. The policies of the Board as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall as of the date of this contract, be grievable to step three (3) of the grievance procedure.
- P. Failure by the Kearsley Community Schools to fulfill the coverage obligation specified in the health insurance plan documents or any other aspect of the health insurance plan, described herein, shall be the proper subject of the grievance procedure. The grievance procedure may be implemented only after all internal dispute resolution procedures available through the health insurance plan have been exhausted. For those matters reaching step four (4) of the grievance procedure, the arbitrator has full authority to grant relief deriving from the contract, health plan specifications and/or relief in equity when a health plan violation has been determined.

### **ARTICLE XXIII - INSURANCE**

- A. Pursuant to the authority set forth in the school code as amended, the Board agrees to furnish to all teachers the following insurance protection:
  - 1. The Board shall provide Group Life Insurance Protection in the amount of \$45,000 that shall be paid to the teacher's designated beneficiary. Rates may be adjusted as per law for employees over age 65. In the event of accidental death or dismemberment, the insurance shall be double the specified amount.
  - 2. Beginning January 1, 2015 the Board shall pay the premium/taxes/fees towards the MESSA ABC Plan 1 subject to the hard cap limits for single, 2 person and full family per PA 152. Should the premium/taxes/fees be less than the maximum allowed under PA152, the District will deposit the difference into the individual's HSA account the first business day in January.

Any increase to premium/taxes/fees will result in payroll deduction from July through the remainder of the calendar year. All employee contributions shall be made through payroll deduction, on a pre-tax basis.

The comprehensive and complete plan documents for the MESSA ABC Plan 1 is hereby incorporated into the Teachers' Master Agreement and no modifications of any benefit specification detailed in these plan documents may be made without the express written consent of the KEA, subject to ratification of its members.
  - 3. All employees adding/changing health insurance benefits after the start of the plan year will receive a prorated amount of the district paid HSA contribution per Article XXIII A-2.
  - 4. All information made available to the district regarding health care coverage shall be made available to all KEA members of the CMC team.
  - 5. The employer contribution toward health care for part time employees will be prorated to the percent of employment.
  - 6. Employees may elect a \$3,000.00 cash option in lieu of health insurance and shall be provided a monthly contribution. The cash contribution shall be treated

as income and all required deductions shall be made unless the employee puts some or all of it into a tax deferred annuity.

If a teacher signs up for the cash option within the health insurance open enrollment period, the teacher shall receive the cash for the full year. If a teacher is hired during the school year and signs up during their open enrollment period, the teacher shall receive the cash for the remainder of the year. If the teacher signs up after the medical open enrollment period, the cash payment shall begin upon receipt of the completed forms.

7. The Board shall provide a long-term disability plan with a seventy-five (75) working day waiting period at 66 2/3% of salary. With direct offsets, the maximum monthly benefit cap shall be 66 2/3% of salary. The monthly benefits for sickness and accident shall continue until age sixty-five (65).

8. The Board shall provide the following Group Dental Insurance:

Class I	Routine Treatment.....	80%
Class II	Major Treatment.....	80%
Class III	Orthodontic Treatment.....	75%

9. The Board will provide a \$1,500 lifetime maximum for orthodontic treatment for each eligible dependent less than 19 years of age. Members of the bargaining unit shall be provided a \$1,500 lifetime maximum for orthodontic treatment for non-cosmetic purposes.

10. The Board shall provide the HAN Vision care plan 806B or a plan with equal specifications for a twelve month period for each member of the bargaining unit and his eligible dependents.

B. Teachers granted unpaid leaves of absence in June shall receive insurance coverage through August 31 of that year. Teachers resigning or terminated during the school year shall receive insurance coverage for the rest of that month or as set forth in Article XXIII, Section F, whichever is greater.

C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the twelve month period.

D. Any employee covered by a similar form of health insurance by others shall not be eligible for the same health insurance coverage provided for under the terms of the Agreement.

E. Any teacher working\* for the full school calendar year is entitled to fringe benefits through August 31. All teachers returning from any Board approved leave shall earn fringe benefits on a month to month basis for a period of one year following their return; teachers will be credited with fringe benefits for the months of June, July, and August, only if they complete the entire school year in which they return.

F. Except for leave time covered under the Family Medical Leave Act, any teacher working less than the full school year shall receive pro-rated fringe benefits based upon the number of full days that the teacher has worked during the school year. The teacher may pay the difference in premium subject to the provision of the insurance carrier. The cost of this premium shall be deducted from his paycheck. Full days shall mean days for which the teacher is paid by the district, including sick and Sick Bank days, and also for up to 75 calendar days of worker compensation pay.

\* Working a full school calendar year shall mean the teacher is paid by the district for each day in the school year, including sick and Sick Bank days, and also for up to 75 calendar days of worker compensation pay.

#### **ARTICLE XXIV - EXTRA DUTY COMPENSATION**

- A. Any of the positions in Schedule B must be approved in advance by the Superintendent.
- B. Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.
- C. If any extra-curricular assignment covered under Schedule B - Extra Duty is found to be unusually inconsistent with the average of the Genesee County Schools, an adjustment will be made. A committee will be established to reopen Schedule B with changes to be implemented in the future.
- D. Payment for Schedule B - Extra Duty bears a percentage relationship to the B.A. salary schedule and will be based on the activity or service rather than years of teaching experience.
- E. The Schedule B - Extra Duty is intended to pay for activities only if the person does all of the work required by the person designated as the head of the activity. Otherwise, the pay will be pro-rated as to the time put in on the activity.
- F. A \$10,000 extra duty pay enrichment fund is set forth at the end of Appendix E.
- G. A high school department chairman will be paid \$45.19 per class of instruction in his department with a minimum of \$1161.75.
- H. Elementary and Middle School Curriculum Council Representatives will be paid a flat fee of \$1161.75.
- I. Bargaining unit members who serve as Goal Chairs shall receive an annual stipend of \$1089.61. Building Chairs will receive an annual stipend of \$1,500.00.

J. Driver education teachers will be paid as follows :

	2015-2016
First Year	\$24.72
Second Year	\$26.47
Third Year	\$28.65

The program coordinator will be paid an additional \$1,500 stipend per year.

K. Teachers whose services are extended beyond the regular school year will be pro-rated according to the number of days in the school calendar based on their regular annual salary for each additional day worked.

L. The Board shall have the right to hire personnel for extra duty assignment under Schedule B from outside the bargaining unit, provided that no current bargaining unit member who is presently on Schedule B contract shall be affected. The only exception to this shall be when the applicant from outside the bargaining unit is deemed clearly superior in qualifications over the bargaining unit member. In this case, a committee consisting of the athletic director, an administrator, the head coach (if one exists) and one other coach shall review credentials and make a recommendation.

The intent of this is not to usurp the Board's right to dismiss, for just cause, any employee under Schedule B contract who is deemed unsatisfactory in performance of his duties as determined solely by the Board.

M. Personnel hired from outside the bargaining unit shall pay a negotiation fee of one percent (1%) of the total for each coaching assignment they are being paid for on Schedule B.

#### **ARTICLE XXV - CONTRACT MANAGEMENT COMMITTEE**

A. The Board and the Union support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.

B. In order to facilitate communications between the Board and the Union, a Contract Management Committee (CMC) comprised of representatives from the Union and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.

C. Nothing in this article shall be construed to prevent the employee or the Union from filing a grievance, or to prevent either party from making a negotiations proposal. However, the ten (10) day grievance filing deadline in Article XXII, Section C, of this agreement is delayed until a solution or recommendation is made by the CMC.

- D. The CMC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
- E. Issues or problems may be referred by the CMC, the Union, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.
- F. As the district implements legislated school reforms, the Contract Management Committee shall serve as the vehicle through which such reforms and their impact on schools shall be discussed. Through the presentation of a problem statement to the Contract Management Committee, either the KEA or the Board may initiate discussion of a legislated school reform that the district is seeking to implement.
- G. The parties agree that the contract should provide flexibility for innovation in education programs and staffing. To facilitate contract flexibility, buildings, grade levels, or departments may initiate contract deviation requests to allow the building, grade levels, or departments to vary from the contract.

The Contract Management Committee shall provide guidelines for developing and processing contract deviations. Buildings, grade levels, or departments shall submit requests on the contract deviation form and according to the guidelines printed on the back of the form.

For buildings, grade levels, or departments to submit contract deviation requests there must be a 2/3 approval vote of affected bargaining unit members voting in the building, grade level, or department. A secret ballot on the deviation request shall be conducted by the KEA building representative and one other member. The 2/3 approval vote shall be of the affected KEA members voting on the day of the vote.

The contract deviation requests may first go to the District School Improvement Team for approval or disapproval. The District School Improvement Team will forward any approved deviation requests to the Contract Management Committee for action. It shall also return any requests not approved to the building, grade levels, or departments with explanation and for possible modification.

The Contract Management Committee shall have the authority to adopt or reject contract deviation requests. Approval shall be by consensus as set forth in CMC Win-Win Procedures (rules).

## **ARTICLE XXVI - MISCELLANEOUS**

- A. The parties agree that standards for accreditation and certification are desirable; they are committed to getting each school accredited.
- B. Job sharing shall be available subject to guidelines adopted by the Contract Management Committee. Applications must be submitted by March 1st.

- C. As required by state law the following provision is included in the parties agreement. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.
- D. If a final decision of a court of competent jurisdiction rules that any prohibited bargaining subject identified by Public Act 103 of 2011 is modified or nullified, upon the exhaustion of all appeals under the applicable court rules, the Board and Association via the CMC process shall meet, confer, and determine the necessary modifications to the collective bargaining agreement affected by the court ruling related to Public Act 103 even if the collective bargaining agreement has not yet expired. This condition applies only to the circumstances specified above and does not permit the mid-agreement negotiation of wages, hours, and other terms and conditions of employment not affected by those circumstances unless the parties otherwise mutually agree to re-open the collective bargaining agreement during its term.

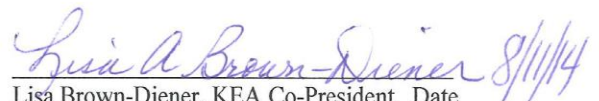
**ARTICLE XXVII - DURATION OF THE MASTER AGREEMENT**

- A. This agreement shall continue in full force and effect from September 1, 2015 and including August 31, 2016.

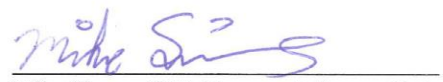
**KEARSLEY COMMUNITY SCHOOLS  
BOARD OF EDUCATION**


**KEARSLEY EDUCATION  
ASSOCIATION**


  
 Jeff Natzke, President      Date 8/11/14

  
 Lisa Brown-Diener, KEA Co-President      Date 8/11/14

  
 Tod Sorensen, Secretary      Date 8/11/14

  
 Mike Simms, KEA Representative      Date

  
 Patti Yorks, Superintendent      Date 8/11/14

  
 Brad Gibson, MEA      Date 8-11-14  
 UniServ Director

**KEARSLEY COMMUNITY SCHOOLS  
Counselor Performance Appraisal System**

<u>Counselor's Name</u>	<u>Building</u>	<u>Assignment</u>	<u>School Year</u>
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**INTRODUCTION**

The purpose of this document is, most fundamentally, to enable Kearsley counselors and their supervisors to interact meaningfully regarding the professional qualities and behaviors, which the school district expects its teaching employees to exhibit. To do this, basic characteristics of highly effective counselors are outlined in the pages, which follow. Counselors will be able to measure their own performance using these standards as a measure of excellence.

The appraisal process should be collaborative in nature, so that counselors and supervisors may work together to create a positive climate which focuses on continuous performance improvement.

Finally, this booklet has been designed to promote the idea that counselor effectiveness should be appraised consistently across the district. It should be recognized, also, that the results of each appraisal should be tailored to reflect the unique abilities, needs and aspirations of each counselor.

**DIRECTIONS**

For each of the eight basic categories assessed within this booklet, the evaluator will provide an overall rating using the following scale:

- 4 = Highly Effective
- 3 = Effective
- 2 = Minimally Effective
- 1 = Ineffective
- NA= No Knowledge or Observation

In addition to the overall rating in each category, several "specific indicators" are listed. These indicators are intended to illustrate the sorts of specific counselor and/or student behaviors which, when present, will contribute to effective counseling performance. The evaluator will use notations next to these items in order to elaborate upon the overall rating, using the following system:

- + = this sign indicates that the evaluator finds the counselor is employing this particular indicator effectively
- ✓ = this sign indicates that the evaluator views this as an area, which is unsatisfactory and merits special attention.



Not all of the specific indicators will be marked, and this is intentional, since the purpose of the notations is to project a sense of priority and focus for the counselor. The absence of a notation does not connote either satisfactory or unsatisfactory performance in that area. This appraisal system has been designed to focus on eight characteristics or qualities which are felt to describe effective counseling performance of veteran counselors. They are as follows:

- 1) implement guidance curriculum
- 2) work with students
- 3) work with staff
- 4) work with parents
- 5) individual planning component
- 6) diagnosing and solving problems
- 7) advocate for children
- 8) personal and professional qualities

The beginning counselor and the evaluator should also understand that the four characteristics which are printed in bold type are considered to be particularly critical to immediate success in the classroom, and the foundation of success for counselors in their beginning years; the others are no less important, but are more apt to be refined as the counselor gains experience.

#### **METHOD OF OBSERVATION AND DETERMINATION**

The evaluator will determine the level of competence through observing communications with students, staff and parents in a variety of situations such as classroom, small groups and individual conferencing. Evaluative information may include the following:

- a. student-written work
- b. questions students ask
- c. answers students give
- d. classroom discussions
- e. projects
- f. counseling curriculum
- g. class activities
- h. mastery of activities and/or skills
- i. lesson plans
- j. student assignments
- k. goals and objectives
- l. small group goals and objectives in lesson plans
- m. student-parent contact logs
- n. interaction and discussions
- o. student responses
- p. class outline/syllabus

**1) Does the counselor effectively implement the curriculum of the Developmental Guidance Model?**

The counselor implements the guidance curriculum component through the use of effective instructional skills and the careful planning of group sessions for students.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

1st    2nd    IDP

- |   |   |   |  |
|---|---|---|--|
| — | — | — | a. The counselor demonstrates current knowledge of appropriate instructional practices.                      |
| — | — | — | b. The counselor delivers the curriculum at the proper instructional level.                                  |
| — | — | — | c. The counselor provides clear directions for classroom activities.   |
| — | — | — | d. The counselor expects and encourages all students to be actively involved in classroom activities.        |
| — | — | — | e. The counselor’s lesson directly relates to desired instructional outcomes.                                |
| — | — | — | f. The counselor communicates short term objectives and long term goals.                                     |
| — | — | — | g. The counselor’s lessons are presented in a logical sequence.  |
| — | — | — | h. The counselor follows the approved guidance curriculum.   |
| — | — | — | i. The counselor provides engaging activities that encourage student involvement and minimize disruptions.   |
| — | — | — | j. The counselor’s required assignments are reasonable and purposeful.                                       |
| — | — | — | k. The counselor allocates appropriate time for the planned activity.  |
| — | — | — | l. The counselor provides a comfortable classroom climate.   |
| — | — | — | m. The counselor shows empathy for the students and demonstrates an understanding of their individual needs. |
| — | — | — | n. The counselor provides for adequate processing time for student response.                                 |
| — | — | — | o. The counselor monitors and assists student practice of newly learned skills.                              |
| — | — | — | p. The counselor continuously monitors student understanding and adjusts instruction accordingly.            |

**COMMENTS:**

1st Eval:

2<sup>nd</sup> Eval:

**2) Does the counselor work effectively with students?**

The effective counselor creates an atmosphere where students feel comfortable in individual or group settings, speaking freely about their concerns.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

<u>1st</u>	<u>2nd</u>	<u>IDP</u>	
—	—	—	a. The counselor has students voluntarily come to see him/her.
—	—	—	b. The counselor restates what students say.
—	—	—	c. The counselor clarifies what students say.
—	—	—	d. The counselor summarizes and validates what students have said.
—	—	—	e. The counselor uses appropriate non-verbal communication.
—	—	—	f. The counselor demonstrates skills about how to create and run a group.
—	—	—	g. The counselor ensures student confidentiality.
—	—	—	h. The counselor is able to establish rapport with the referred student.
—	—	—	i. The counselor initiates contact with students who demonstrate need.
—	—	—	j. The counselor has a sense of humor.
—	—	—	k. The counselor interacts easily with students.
—	—	—	l. The counselor treats students with respect.
—	—	—	m. The counselor conducts goal oriented sessions.
—	—	—	n. The counselor follows up with the student.
—	—	—	o. The counselor is sensitive to the needs of a diverse population.
—	—	—	p. The counselor makes an effort to know students as individuals.
—	—	—	q. The counselor helps students identify and focus on problems.
—	—	—	r. The counselor helps the student use a variety of problem solving strategies.
—	—	—	s. The counselor runs groups with purpose and/or established goals.

**COMMENTS:**

1st Eval:

2nd Eval:

**3) Does the counselor work effectively with staff?**

The counselor establishes effective communication and demonstrates expertise when working with colleagues and staff.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

<u>1st</u>	<u>2nd</u>	<u>IDP</u>	
—	—	—	a. The counselor is accessible to staff.
—	—	—	b. The counselor effectively consults with staff.
—	—	—	c. The counselor provides strategies to help staff effectively deal with students.
—	—	—	d. The counselor demonstrates a commitment to working collaboratively.
—	—	—	e. The counselor is able to accurately assess situations occurring in classroom settings.
—	—	—	f. The counselor demonstrates a willingness to listen and understand the viewpoint of other staff and colleagues.
—	—	—	g. The counselor gives support and assistance as plans are implemented by staff.
—	—	—	h. Colleagues and staff view the counselor as empathetic to students.
—	—	—	i. Staff feel comfortable consulting with the counselor.
—	—	—	j. The counselor effectively communicates his own viewpoint.
—	—	—	k. Staff respects the counselor’s skills, knowledge and professionalism.
—	—	—	l. Staff trusts the counselors to maintain confidentiality when appropriate.
—	—	—	m. The counselor shares ideas, materials, resources and methods with staff members.
—	—	—	n. The counselor is proactive in approach, communicating with teaching and/or administrative staff.

**COMMENTS:**

1st Eval:

2nd Eval:

**4) Does the counselor work effectively with parents?**

The counselor is perceived by parents as approachable, reliable and knowledgeable.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

<u>1st</u>	<u>2nd</u>	<u>IDP</u>	
—	—	—	a. The counselor is proactive in approach, communicating with parents by telephone or by other means as appropriate.
—	—	—	b. The counselor communicates effectively in writing.
—	—	—	c. The counselor contributes to regular communications to or for parents.
—	—	—	d. The counselor demonstrates accurate knowledge regarding individual students when consulting with their parents.
—	—	—	e. The counselor has a broad working knowledge of family and school-related problems that parents typically face during school-age years.
—	—	—	f. The counselor demonstrates empathy with parents.
—	—	—	g. The counselor is a visible and active participant in school sponsored parent events.
—	—	—	h. The counselor has an up-to-date knowledge of resource materials, agencies, and people, which may benefit parents.
—	—	—	i. The counselor demonstrates appropriate judgement of when it is important to contact parents.
—	—	—	j. The counselor is able to provide a variety of problem solving strategies for parents.
—	—	—	k. The counselor understands and respects the need for confidentiality.
—	—	—	l. The counselor serves as an advocate for the parent whenever appropriate.
—	—	—	m. The counselor makes presentations to groups of parents, covering useful information in a clear, well-organized manner.
—	—	—	n. The counselor is adept at responding to parent questions.

**COMMENTS:**

1st Eval:

2nd Eval:

**5) Does the counselor effectively help students prepare for future goals?**

The effective counselor helps students plan, monitor and manage their own learning and behavior.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

<u>1st</u>	<u>2nd</u>	<u>IDP</u>	
—	—	—	a. The counselor demonstrates the ability to collect, interpret and dispense information.
—	—	—	b. The counselor collects and interprets information correctly.
—	—	—	c. The counselor interprets test results with accuracy.
—	—	—	d. The counselor presents accurate, relevant and unbiased information.
—	—	—	e. The counselor administers tests correctly and efficiently.
—	—	—	f. The counselor refers students and parents to appropriate school services.
—	—	—	g. The counselor is able to assist students and parents in making the transition to the next educational level.
—	—	—	h. The counselor is able to assist students and parents in planning for post high school education and training.
—	—	—	i. The counselor carefully plans sessions consistent with identified student needs.
—	—	—	j. The counselor effectively implements the Individual Planning Component of the Guidance Model.

**COMMENTS:**

1st Eval:

2nd Eval:

**6) Is the counselor effective at diagnosing and solving problems?**

The effective counselor is able to focus on the nature of a problem and can provide specific problem solving strategies.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

<u>1st</u>	<u>2nd</u>	<u>IDP</u>	
—	—	—	a. The effective counselor is able to identify a problem.
—	—	—	b. The effective counselor helps people identify and focus on problems.
—	—	—	c. The effective counselor demonstrates good communication skills.
—	—	—	d. The counselor uses effective techniques to resolve conflict between members of various client groups, i.e., teacher and student, student and student, parent and teacher, parent and child.
—	—	—	e. The counselor tries to bring closure to the problem.
—	—	—	f. After a session, the client feels he has been listened to and is satisfied with the outcome.
—	—	—	g. The counselor provides for follow-up when necessary.
—	—	—	h. The effective counselor is able to guide people to see the “big picture”.
—	—	—	i. The client feels comfortable in approaching the counselor.

**COMMENTS:**

1st Eval:

2nd Eval:

**7) Is the counselor an effective advocate for children?**

The effective counselor understands the needs of children and represents their best interests with parents, teachers, other students, administrators, and outside agencies.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

<u>1st</u>	<u>2nd</u>	<u>IDP</u>	
—	—	—	a. The counselor demonstrates knowledge about appropriate referral agencies.
—	—	—	b. The counselor demonstrates knowledge of post secondary institutions and the necessary requirements for such post secondary institutions (This indicator applies to high school counselors only).
—	—	—	c. The counselor demonstrates knowledge of post secondary scholarships, financial aid, and other available resources (This indicator applies to high school counselors only).
—	—	—	d. The counselor demonstrates knowledge of effective educational interventions, which can be utilized in the classroom setting.
—	—	—	e. The counselor is an effective mediator between school and home and between students.
—	—	—	f. The counselor demonstrates the ability to identify student potential and to help direct the teacher, parent, and/or student to appropriate educational programming.
—	—	—	g. The counselor is diplomatic when dealing with difficult or uncooperative parents, teachers, and/or students.
—	—	—	h. The counselor is an assertive advocate for all children.

**COMMENTS:**

1st Eval:

2nd Eval:



**8) Personal and professional qualifications.**

The effective counselor demonstrates appropriate personal and professional qualifications.

**Rating System**

**Overall Rating for this Item**

(4) Highly Effective (3) Effective (2) Minimally Effective (1) Ineffective (NA) No Knowledge or Observation	1st Eval:	2nd Eval:
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*Specific Indicators:*

1st      2nd      IDP

—	—	—	a. The counselor remains current regarding counseling issues.
—	—	—	b. The counselor remains actively involved in professional organizations to enhance their knowledge in the field.
—	—	—	c. The counselor is punctual.
—	—	—	d. The counselor is seldom absent.
—	—	—	e. The counselor's attire is appropriate, and reflects a high degree of professionalism.
—	—	—	f. The counselor demonstrates the physical ability necessary to be effective.
—	—	—	g. The counselor demonstrates the emotional stability necessary to teach effectively under the stress and strain of the position.
—	—	—	h. The counselor exhibits a professional attitude that contributes positively to the workplace.
—	—	—	i. The counselor demonstrates the willingness to be actively involved in activities such as curriculum development, school improvement planning and/or other professional activities, which may involve time beyond the normal school day.
—	—	—	j. The counselor demonstrates the willingness to be involved in student activities, which may involve time beyond the normal school day.
—	—	—	k. The counselor is a team player and successfully collaborates with colleagues on meeting student school-related needs and other matters.
—	—	—	l. The counselor is knowledgeable about, and complies with, Board policies, administrative rules and regulations, and state laws, which pertain to his professional responsibilities.
—	—	—	m. The counselor completes necessary written reports accurately and promptly.
—	—	—	n. The counselor sets professional goals to improve delivery of service and strives to attain those goals.
—	—	—	o. The counselor actively seeks out available resources and/or other staff, which may be useful in improving the performance of his students or his own counseling performance.
—	—	—	p. The counselor exhibits the qualities of reliability and dependability in undertaking his-professional responsibilities.
—	—	—	q. The counselor is willing to take risks as appropriate to enhance student self esteem and well being.
—	—	—	r. The counselor exhibits practices that promote good public relations.
—	—	—	s. The counselor is well organized.
—	—	—	t. The counselor is able to carry on many activities and tasks (multi-tasks) simultaneously.
—	—	—	u. The counselor keeps appropriate records.
—	—	—	v. The counselor maintains the appropriate counselor/student(s) relationships.

**COMMENTS:**

1st Eval:

2nd Eval

**9) Observations (check appropriate categories):**

Individual  
Small Group  
Classroom  
Other

Classification of staff member for purpose of evaluation (check one).

\_\_\_\_\_ 1. Probation

\_\_\_\_\_ 1st year  
\_\_\_\_\_ 2nd year  
\_\_\_\_\_ 3rd year  
\_\_\_\_\_ 4th year

\_\_\_\_\_ 2. Tenure

**EVALUATOR'S SUMMARY AND RECOMMENDATION:** (sheets may be attached)

**COUNSELOR'S COMMENTS:** (sheets may be attached)

Date \_\_\_\_\_ Counselor \_\_\_\_\_ Evaluator \_\_\_\_\_

**10) Observations - Nature of contact:**

Individual  
Small Group  
Classroom  
Other

Classification of staff member for purpose of evaluation (check one).

\_\_\_\_\_ 1. Probation

\_\_\_\_\_ 1st year  
\_\_\_\_\_ 2nd year  
\_\_\_\_\_ 3rd year  
\_\_\_\_\_ 4th year

\_\_\_\_\_ 2. Tenure

**EVALUATOR'S SUMMARY AND RECOMMENDATION:** (sheets may be attached)

**COUNSELOR'S COMMENTS:** (sheets may be attached)

Date \_\_\_\_\_ Counselor \_\_\_\_\_ Evaluator

AUGUST 2015						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S-0 / T-0

SEPTEMBER 2015						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

S-17 / T-19

1 – Teachers Report  
 1 – Welcome Back Breakfast – ½ Day Prof. Development  
 2 – Professional Development  
**7 – No School – K-12 – Labor Day**  
 8 – Students' First Day

FEBRUARY 2016						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

**1 – No School – K-12 – Records Day**  
**15 – No School – K-12 – Mid-Winter Break**

S-19/T-20

MARCH 2016						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**2 – Elementary P/T Conferences**  
 DES: 3:25-4:50 & 5:40-8:00  
 FES: 3:35-5:00 & 5:45-8:05  
 WES: 3:45-5:10 & 5:55-8:15  
**3 – P/T Conferences – All Bldgs.**  
 AMS: 2:30-5:30 & 6:00-9:00  
 KHS: 2:30-5:30 & 6:00-9:00  
 DES: 3:25-5:40  
 FES: 3:35-5:50  
 WES: 3:45-6:00  
**4 – No School; K-12**  
**25 – No School-K-12 – Good Friday**

S-21/T-22

OCTOBER 2015						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S-22 / T-22

APRIL 2016						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 – End of 3<sup>rd</sup> Marking Period  
**4-8 – No School – K-12 – Spring Break**  
 11 – Classes Resume

S-16/T-16

NOVEMBER 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 – End of 1<sup>st</sup> Marking Period  
**11 – Half Day- K-5 Only – P/T Conf.**  
 Elementary (K-5) P/T Conf.  
 DES: 12:35-4:55 & 5:40-7:40  
 FES: 12:45-5:05 & 5:50-7:50  
 WES: 12:55-5:15 & 6:00-8:00  
**12 – P/T Conf. – All Buildings**  
 AMS: 2:30-5:30 & 6:00-9:00  
 KHS: 2:30-5:30 & 6:00-9:00  
 DES: 3:25-5:45  
 FES: 3:35-5:55  
 WES: 3:45-6:05  
**13 – No School; K-12**  
**25 – ½ Day – K-12**  
**26-27–No School-K-12-Thanksgiving**  
 S-18 /T-18.5

MAY 2016						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**30–No School–K-12–Memorial Day**

S-21/T-21

DECEMBER 2015						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**23-31–No School-K-12–Winter Break**

S-16/T-16

JUNE 2016						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

4 – Commencement  
**15 – ½ Day - Last Student Day**  
 16- Records Day

S-11/T-12

JANUARY 2016						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**1-3–No School – K-12 Winter Break**  
 4 – Classes Resume  
**18 – No School – K-12 – PD (MLK)**  
 29 – End of 1<sup>st</sup> Semester

S-19/T-20

Student Days – 180.0  
 Teacher Days – 191.5  
 (Includes two (2) Records Days, five (5) Paid Holidays, two (2) Parent/Teacher Conference Days)

PD \* ½ Day; September 1  
 \* 1 Day; September 2  
 \* 1 Day; January 18 (MLK)  
 \* (1) 1-hour staff meetings  
 \* (4) 2-hour staff meetings  
 \* (6) hours optional PD

## **2015-2016 PROFESSIONAL DEVELOPMENT SCHEDULE**

	Hours
Half day on Teacher Report Day (8:00 am – 11:30 am)	3
Full day before first student day*	6
Full day in January 2016 (MLK)	6
(4) Two-hour Staff Meetings	8
(1) One-hour Staff Meeting	1
6 hours of optional PD**	
<b>Total</b>	<b>30</b>

### **\*PARAMETERS FOR USE OF THE 2015-16 FLOATING HOLIDAY**

K-12 teachers will receive one (1) floating holiday (6 hours) for the 2015-16 school year.

- May not be used on a half or full day of Professional Development.
- May be allowed to use the Floating Holiday before or after a holiday, before and after mid-winter break and/or during the building's state assessment window at the discretion of the building principal.
- May not be used after May 13, 2016. After that date, the floating holiday will be converted into a sick day.

### **\*\*PARAMETERS FOR OPTIONAL PD**

- PD will be part of the KDC Professional Development consortium or part of a planned building / grade level / department PD.
- PD will be paid at the summer PD rate of \$75 a day.
- A form will be created and provided to teachers to allow them to select the KDC consortium PD, a variety of building, grade level or department PD offerings or to elect not to complete these 6 hours of PD. A warning about the consequences of not completing all district provided professional development (DPPD) as it pertains to teacher recertification will be explained on the form.

## 2015-16 Salary Schedule

Step	BA	BA +18	MA	MA +15	MA +30
<b>0</b>	\$37,442	\$39,034	\$40,692	\$42,422	\$44,227
<b>1</b>	\$39,034	\$40,692	\$42,422	\$44,227	\$46,105
<b>2</b>	\$40,692	\$42,422	\$44,227	\$46,105	\$48,065
<b>3</b>	\$42,422	\$44,227	\$46,105	\$48,065	\$50,590
<b>4</b>	\$44,227	\$46,105	\$48,065	\$50,590	\$53,245
<b>5</b>	\$46,105	\$48,065	\$50,590	\$53,245	\$56,041
<b>6</b>	\$48,065	\$50,590	\$53,245	\$56,041	\$59,543
<b>7</b>	\$50,590	\$53,245	\$56,041	\$59,543	\$63,265
<b>8</b>	\$53,245	\$56,041	\$59,543	\$63,265	\$67,218
<b>9</b>	\$56,041	\$59,543	\$63,265	\$67,218	\$71,420
<b>10</b>	\$59,543	\$63,265	\$67,218	\$71,420	\$75,884
*	\$63,265	\$67,218	\$71,420	\$75,884	\$80,624

### SALARY SCHEDULE CLARIFICATION POINTS

- Salary grid applies for all teachers hired **prior to the 2012-13** school year.
- Salary grid represents a 0.5% increase over the 2014-15 school year.
- Per Diem Rate: The per diem rate shall be determined by taking the teacher's annual salary schedule pay and dividing it by the total contract days (191.5 per school year).

## 2015-16 Salary Schedule

Step	BA	BA +18	MA	MA +15	MA +30
0	\$37,442	\$39,034	\$40,692	\$42,422	\$44,227
0.5	\$38,048	\$39,665	\$41,351	\$43,108	\$44,942
1	\$39,034	\$40,692	\$42,422	\$44,227	\$46,105
1.5	\$39,665	\$41,351	\$43,108	\$44,942	\$46,851
2	\$40,692	\$42,422	\$44,227	\$46,105	\$48,065
2.5	\$41,351	\$43,108	\$44,942	\$46,851	\$49,082
3	\$42,422	\$44,227	\$46,105	\$48,065	\$50,590
3.5	\$43,108	\$44,942	\$46,851	\$49,082	\$51,660
4	\$44,227	\$46,105	\$48,065	\$50,590	\$53,245
4.5	\$44,942	\$46,851	\$49,082	\$51,660	\$54,372
5	\$46,105	\$48,065	\$50,590	\$53,245	\$56,041
5.5	\$46,851	\$49,082	\$51,660	\$54,372	\$57,505
6	\$48,065	\$50,590	\$53,245	\$56,041	\$59,543
6.5	\$49,082	\$51,660	\$54,372	\$57,505	\$61,099
7	\$50,590	\$53,245	\$56,041	\$59,543	\$63,265
7.5	\$51,660	\$54,372	\$57,505	\$61,099	\$64,917
8	\$53,245	\$56,041	\$59,543	\$63,265	\$67,218
8.5	\$54,372	\$57,505	\$61,099	\$64,917	\$68,975
9	\$56,041	\$59,543	\$63,265	\$67,218	\$71,420
9.5	\$57,505	\$61,240	\$64,917	\$68,975	\$73,286
10	\$59,543	\$63,265	\$67,218	\$71,420	\$75,884
10.5	\$61,099	\$64,917	\$68,975	\$73,286	\$77,865
*	\$63,265	\$67,218	\$71,420	\$75,884	\$80,624

### **SALARY SCHEDULE CLARIFICATION POINTS**

- Salary grid applies for all teachers hired **after the 2011-12** school year.
- Salary grid represents a 0.5% increase over the 2014-15 school year.
- Per Diem Rate: The per diem rate shall be determined by taking the teacher's annual salary schedule pay and dividing it by the total contract days (191.5 per school year).

**Adjustment for the 2015-2016 Contract**

**Schedule B/Extra Duty Pay**

**Special Extra Duty Assignment**

Senior Band (1) .....	7
Senior Band Festival and Ensemble (1) (min. of 2 events).....	2
Marching Band (1) .....	4
High School Jazz Band (1).....	2
High School Pep Band (1).....	2
Middle School Band (1).....	5
Middle School Band Festival and Ensemble (1) (min. of 2 events) .....	2
Middle School Jazz Band (1).....	2
Senior Vocal Music (1) .....	7
Senior Vocal Music Festival and Ensemble (1) (min. of 2 events).....	2
Middle School Vocal Music (1).....	4
Senior Class Sponsor (2).....	3 ½
Junior Class Sponsor (2) .....	2 ½
Sophomore Class Sponsor (2).....	2 ½
Freshman Class Sponsor (2).....	2 ½
Homecoming Coordinator (1) .....	1 ½
Forensics (1).....	3
Debate (1).....	1
Play Production - High School (1).....	4
Musical Production - High School:	
Director (1).....	4
Pit Coach (1) .....	3
Vocal Coach (1) .....	3
Play Production - Middle School (1).....	2 ½
Publications:	
Yearbook (1) .....	3
News Writing Advisor (1).....	3
Middle School Yearbook (1).....	2
Ticket Manager (1) (per season) .....	4
High School Chess (1) .....	2
Middle School Chess (1).....	2
Special Olympics Coordinator (2).....	2
Odyssey of the Mind (1).....	1
Science Olympiad:	
High School (1).....	2
Middle School (1) .....	2
High School Quiz Bowl (1).....	2
Middle School Quiz Bowl (1).....	2
Future Problem Solving (1).....	2
Student Senate:	
High School (1) .....	1 ½



Middle School (1) .....	1 ½
National Honor Society - High School (1).....	2 ½
DECA (1) .....	2
Jr. National Honor Society - Middle School (1) .....	1 ½
High School Dance Coach (1).....	3
Middle School Dance Coach (1).....	2

**Boys' Athletics**

Varsity Football (1) .....	10 ½
Assistant Varsity Football (2) .....	7 ½
J.V. Football (2) .....	7 ½
Freshman Football (2).....	6
7 <sup>th</sup> Grade Football (2) .....	5
8th Grade Football (2).....	5
Varsity Basketball (1).....	10 ½
J.V. Basketball (1).....	7 ½
Freshman Basketball (1).....	6
8th Grade Basketball (1) .....	4
7th Grade Basketball (1) .....	4
Varsity Wrestling (1).....	9
Assistant Wrestling (1).....	4
Middle School Wrestling (1).....	4
Varsity Track (1) .....	9
Assistant Varsity Track (2) .....	6
Middle School Track (1) .....	4
Varsity Baseball (1).....	9
J.V. Baseball (1).....	6
8th Grade Baseball (1).....	4
7th Grade Baseball (1).....	4
Varsity Cross Country (1) .....	7
Middle School Cross Country (1) .....	4
Varsity Hockey (1) .....	10 ½
Assistant Varsity Hockey (1) .....	6
Varsity Swimming (1).....	8
Assistant Varsity Swimming (1) .....	4
Dive Coach.....	2
Middle School Swimming (1).....	4
Assistant Middle School Swimming (1) .....	2
Varsity Tennis (1).....	6
J.V. Tennis (1).....	4
Varsity Golf (1) .....	7
J.V. Golf (1) .....	4
Soccer (1) .....	9
J.V. Soccer (1).....	6
Varsity Bowling (1).....	4

## **Girls' Athletics**

Varsity Cross Country (1) .....	7
Varsity Basketball (1).....	10 ½
J.V. Basketball (1).....	7 ½
Freshman Basketball (1).....	6
8th Grade Basketball (1) .....	4
7th Grade Basketball (1) .....	4
Varsity Track (1) .....	9
Assistant Varsity Track (2) .....	6
Middle School Track (1) .....	4
Varsity Softball (1).....	9
J.V. Softball (1).....	6
8th Grade Softball (1).....	4
7th Grade Softball (1).....	4
Varsity Volleyball (1).....	9
J.V. Volleyball (1).....	6
Freshman Volleyball (1).....	6
8th Grade Volleyball (1) .....	4
7th Grade Volleyball (1) .....	4
Varsity Swimming (1).....	8
Assistant Varsity Swimming (1) .....	4
Dive Coach (1).....	2
Tennis (1) .....	6
J.V. Tennis (1).....	4
Varsity Golf (1) .....	7
J.V. Golf (1) .....	4
Soccer (1) .....	9
J.V. Soccer (1).....	6
Varsity Bowling (1).....	4
Fall <u>Sideline</u> Varsity Cheerleading (1).....	3
Winter <u>Competitive</u> Varsity Cheerleading (1) .....	4
Fall J.V. Cheerleading (1) .....	2
Winter J.V. Cheerleading (1) .....	3
Fall <u>Sideline</u> 9th Grade Cheerleading (1).....	2
Winter <u>Sideline</u> 9th Grade Cheerleading (1).....	3
Fall <u>Middle School</u> Cheerleading (1).....	2
Winter <u>Middle School</u> Cheerleading (1).....	2

## **Enrichment Opportunities**

In order to compensate staff for developing and providing enrichment opportunities for elementary and secondary students, an extra duty pay fund of \$10,000 will exist for each school year. A joint committee of teachers and administrators will be responsible for establishing guidelines, approving proposals, and determining an appropriate stipend for each extra duty enrichment activity. An application form for extra duty enrichment activity pay from the \$10,000 fund is available from the Assistant Superintendent for Curriculum.

**Leaves of Absence and Benefits**

There are several sections of the contract that should be reviewed by anyone taking a leave of absence as follows:

1. Article VIII, Section M - Salary Credit Accumulation
2. Article IX, Sick Days
3. Article X, Sick Bank
4. Article XIV - Unpaid Leaves, especially Section C
5. Article XV - Child Care Leave
6. Article XX, Section C - Seniority Accumulation
7. Article XXIII (Insurance), Sections B, C, E, and F.

In addition to the contract, the FMLA (Family Medical Leave Act) provides eligible employees with up to 12 weeks of unpaid leave to care for a newborn, newly placed adopted for foster child, to care for a seriously ill child, spouse, or parent, and for the employee's own illness. A longer explanation of the FMLA is printed at the end of this Appendix. More information on the FMLA is available from the Personnel Office and KEA.

The FMLA leave time runs concurrent with the contract leave time. In other words, FMLA leave time is generally not in addition to the leave time provided in the contract.

One important thing to note about both the contract and FMLA leave time is that both provide time off for medical and child care reasons. Medical documentation may be required for the medical time off and must be provided by the employee under both the FMLA and the contract. The exception is for adoption or foster care where other documentation may be required.

Return from an unpaid leave is treated differently under the contract and FMLA.

- a. Under Article XIV, Section C, and under Article XV, A #2, return from an unpaid child care leave shall only be at the beginning of a semester.
- b. Under the FMLA, return from an unpaid medical and/or child care leave depends upon how close the return is to the end of the semester. The act provides that the employer must return the teacher during the semester unless it is close to the end of a semester under specific conditions detailed in 825.602 of the FMLA regulations.

The FMLA provides some limited rights the contract does not. The FMLA provides up to 12 weeks of unpaid leave time for adoption or foster care. Board paid medical insurance must be continued during this time.

## *Kearsley Community Schools*

### **Your Rights Under The Family and Medical Leave Act of 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

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#### **Reasons For Taking Leave**

Unpaid leaves must be granted for *any* of the following reasons:

- | to care for the employee’s child after birth, or placement for adoption or foster care;
- | to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- | for a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of *paid* leave may be substituted for unpaid leave.

#### **Advance Notice and Medical Certification**

The employee may be required to :

- | provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- | The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”
- | An employer may require medical certification to support a request for leave because of a

serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

#### **Job Benefits and Protection**

- | For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”
- | Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- | The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

#### **Unlawful Acts By Employers**

FMLA makes it unlawful for any employer to:

- | interfere with, restrain, or deny the exercise of any right provided under FMLA
- | discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

- | The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- | An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination

, or supersede any State or local law or collective bargaining agreement, which provides greater family, or medical leave rights.

## For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

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Information derived from:

*U.S. Department of Labor  
Employment Standards  
Administration  
Wage and Hour Division  
Washington D.C. 20210  
**WH Publication #1420  
June 1993  
GPO:1994-152-635***

### Support Council Guidelines

The joint Board and KEA Evaluation Committee recommends the following guidelines be adopted for Instructional Support Councils to use in assisting non-teaching professional staff members with identified performance problems:

1. The roles and responsibilities of the teacher, principal, and Instructional Support Council are as follows:

Teacher: The ultimate responsibility for improvement of teaching performance rests with the teacher being evaluated. The principal and Instructional Support Council can assist but the teacher is responsible.

Principal: The principal evaluates and identifies performance problems. The principal recommends to the Instructional Support Council ways for the teacher to improve performance and then assesses progress toward improvement. All evaluations are the responsibility of the principal.\*

Instructional Support Council: The Instructional Support Council, together with the principal and teacher, will design an implementation plan. The Instructional Support Council will provide support for performance improvement by the teacher.

2. Use of Information: Material and information forwarded to the Instructional Support Council by the principal and/or teacher and material and information generated by the Instructional Support Council may be used in an performance proceedings.
3. Composition of the Instructional Support Council (ISC): An Instructional Support Council shall be formed whenever a non-teaching professionals receives an unacceptable rating in two or more categories on any evaluation.

Additional teachers, administrators, and/or other resource people may be added to the ISC by mutual agreement of the involved non-teaching professional and ISC members.

The CMC may offer assistance to the members of the ISC in the areas of facilitation and helping non-teaching professional with performance problems. The goal is to provide flexible and creative assistance to the non-teaching professional.

4. Possible Resources:
 

-- student feedback/ISD form	-- modeling
-- assertive discipline training	-- TESA
-- video taping	-- classes
-- discipline book/manual	-- observations
-- Individualized Development Plan	-- mentoring

The methods mentioned above may be employed to assist the non-teaching professional improve his teaching. It is hoped that the ISC members will employ a broad range of methods to assist the non-teaching professional.

5. The process for using an Instructional Support Council is as follows:
- a. The principal identifies performance problem areas.
  - b. The principal initiates the creation of an Instructional Support Council by notifying the Director of Personnel.
  - c. The Assistant Superintendent for Personnel and Instruction sets up a meeting of the non-teaching professional, principal, department chairperson (where applicable), Assistant Superintendent, and KEA President wherein the affected non-teaching professional and other ISC members will select the teacher member(s) for the ISC.
  - d. The principal, the Instructional Support Council, and the non-teaching professional may meet to discuss the identified problems and the level of performance expected by the principal.
  - e. By mutual agreement of members of the Instructional Support Council and with the non-teaching professional's consent, the principal and the Instructional Support Council may meet without the non-teaching professional present.
  - f. The principal, Instructional Support Council, and the non-teaching professional work together to design an implementation plan, with measurable criteria, to remediate the problem areas.
  - g. The principal approves the implementation plan.
  - h. The Instructional Support Council helps the non-teaching professional meet the objectives of the plan (e.g., demo lessons, visitations, observations, peer coaching, etc.).
  - i. The non-teaching professional works to improve his teaching performance.
  - j. The principal evaluates again to see if the problem areas are resolved and meets with the Instructional Support Council to review his observations and findings.
  - k. The cycle above may be repeated as appropriate.
6. Final Determination: The final determination on evaluation as to rating and continuation in employment rests with the principal and not the Instructional Support Council.

\*References to the principal should be understood to include all supervisors.

## MEMORANDUM OF UNDERSTANDING

KEARSLEY COMMUNITY SCHOOLS BOARD OF EDUCATION  
*And*  
 KEARSLEY EDUCATION ASSOCIATION

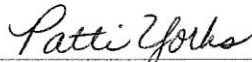
**June 24, 2014**

In accord with the understanding reached between representatives of the Board of Education of the Kearsley Community Schools and the Kearsley Education Association (KEA), the parties agree to modify the "overage" calculations for elementary specials teachers to make the formula equitable to the other KEA members.

Due to the fact that elementary specials teachers have seven shorter "periods" rather than "5 hours", the calculation for additional students will be multiplied by 5/7<sup>th</sup> to make it equitable. The formula would be:

$$(\$137.67 \times \text{student(s)} \times \text{hour(s)} \times \text{class} \times (\text{number of day(s) w/student(s) in semester}) / (\text{days in semester}) \times 5/7^{\text{th}}$$

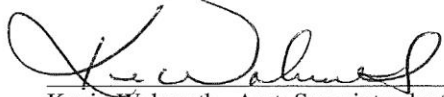
It is understood that this agreement would be in effect through August 31, 2016. It is also understood that this agreement constitutes the entire understanding of the parties with respect to this matter and that it does not establish precedent for any other case.



Patti Yorks, Superintendent



Brad Gibson, MEA UniServ Director



Kevin Walworth, Asst. Superintendent



Lisa Brown-Diener, KEA President



## Elementary Teacher

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
	+2 for 5 Hours	+2 for 5 Hours		+2 for 5 Hours	+2 for 5 Hours	

$(\$137.67 \times \text{students}) \times \text{hours} \times \text{class} \times (\text{number of days w/student in semester}) / \text{days in semester}$

$$(\$137.67 \times 2 \text{ students} \times 5 \text{ hours} \times 1 \text{ class}) \times 4 \text{ days} / 90 \text{ days} = \$61.19$$

## Elementary Specials Teacher

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
	+2 for 7 Periods	+2 for 7 Periods		+2 for 7 Periods	+2 for 7 Periods	

$(\$137.67 \times \text{students}) \times \text{periods} \times \text{class} \times (\text{number of days w/student in semester}) / \text{days in semester}$

$$(\$137.67 \times 2 \text{ students} \times 7 \text{ periods} \times 1 \text{ class}) \times 4 \text{ days} / 90 \text{ days} = \$85.66$$

$$\$85.66 \times 5/7 = \$61.19$$

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