

Master Agreement

Between

*The Board of Education of the
Kelloggsville Public Schools*

and the

*Kelloggsville Educational Association
(KEA)*



August 27, 2012 – August 20, 2015

KELLOGGSVILLE PUBLIC SCHOOLS

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By law, the highlighted provisions throughout this Master Agreement are prohibited subjects of bargaining and do not apply to teachers eligible for tenure status.

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MASTER AGREEMENT BETWEEN
THE KELLOGGSVILLE PUBLIC SCHOOL DISTRICT
AND THE KENT COUNTY EDUCATION ASSOCIATION

A. Parties to Agreement Defined

This agreement is entered into between the Board of Education of the Kelloggsville Public Schools, City of Kentwood, Michigan, hereafter called the "Board" and the Kent County Education Association, MEA, NEA hereafter called the "Association". The term "Local Association" when used hereafter shall refer to those employees in the Kelloggsville Public Schools as determined in Article I.

B. Purpose

WHEREAS the Board and the Local Association recognize that it is their mutual aim and responsibility to provide a good educational experience for the children of this school district and that the quality of education depends predominantly upon the attitude, quality, morale of the teaching staff, and the amount of mutual cooperation and support between the parties, and

C. Local Association Role

WHEREAS the Local Association and its members are qualified to aid and assist, by making recommendations, in formulating policies and programs designed to promote high educational standards, and

D. Exclusive Bargaining Agent

WHEREAS the Board having recognized for the term of this contract, the Association as the exclusive bargaining agent for the teachers in matters of hours, wages, terms and conditions of employment, pursuant to Act 379 of the Michigan Public Acts of 1965, and

E. Mutual Intent

WHEREAS the Board and the Association hereby reaffirm their intention to bargain concerning these matters for the benefit of the teachers, the children and the community and

F. Agreement

WHEREAS the parties, following extended and deliberate negotiations, have reached certain agreements which they desire to make a matter of record, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- 1.1 Certification - Pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, and in accordance with the “Certification of Representative”, Case No. R 79 #E264 dated June 20, 1979, the Kelloggsville Public Schools (hereafter referred to as the “BOARD”) recognizes the Kent County Association (MEA/NEA) (hereafter referred to as the “ASSOCIATION”) as the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.2 The Unit - For the purposes of this agreement, “Teacher” shall be defined as those who help students learn or aid in the educational process while holding professional certification and appropriate credentials. Pursuant to the certification, the Board recognizes the Association as the exclusive representative for those persons (hereinafter referred to as “TEACHERS”) who are employed by the Board in the following position(s):
 - 1.2.1 Certified Teachers in PreK-12 Grades
 - 1.2.2 Counselors
 - 1.2.3 School Social Workers
 - 1.2.4 School Psychologists
 - 1.2.5 Teacher Consultants
 - 1.2.6 Speech Pathologist
- 1.3 Excluded from the Unit
 - 1.3.1 Excluded from this unit are all other persons employed by Kelloggsville Public Schools.
 - 1.3.2 New Positions - Any new positions created by the Board after the ratification date of this Agreement, possessing the same community of interest, will be included in this unit. Disputes concerning the “community of interest” will be submitted to Michigan Employment Relations Committee.
- 1.4 Exclusive Representation - The Board agrees not to negotiate with any individual teacher or teachers’ organization other than the Association for the duration of this Agreement. If an individual teacher or teachers approach the Board and/or its representative with intent to negotiate, the Board will refer them back to the KEA.

ARTICLE II

RIGHTS

2.1 Teachers Rights

2.1.1 Public Act 379 - The Board hereby acknowledges that Public Act 379 is an act designed to prohibit strikes by certain public employees, to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for violations of the provisions of the Act. The Board further recognizes that it is lawful for public employees to organize and to engage in activities for the purpose of collective bargaining and negotiations in matters of hours, wages, terms and conditions of employment. The Board further acknowledges provisions of the said Act and hereby assures the Association of its intention to cooperate in putting the law into effect.

2.1.2 Non-Discrimination - Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds of any discipline or discrimination with respect to the professional employment of such teacher. However, the Association recognizes that it is the teacher's responsibility to fulfill his/her contractual obligations.

2.2 Board Rights

2.2.1 Association Recognition - The Association hereby acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain this school system; and that it is the Association's intention to aid and assist the Board in the performance of these legal responsibilities within the limits of the authority vested in it by law.

2.2.2 Source of Rights and Examples - The Board on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality of the foregoing, the right:

2.2.2.1 To the executive management and administrative control of the school system and its employees, properties and facilities.

2.2.2.2 To hire all teachers, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal and transfer all such teachers.

- 2.2.3 Limited by Agreement - The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.
- 2.2.4 Role of Administrative Staff - In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of teachers; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its teachers. The Board and administrative staff shall be free to exercise all of its managerial rights and authority except as limited by this Agreement.
- 2.2.5 Use of Management Rights - Specific management rights in this Agreement are not intended to be, nor shall be, restrictive of or a waiver of any rights of management not specifically surrendered herein whether or not such rights have been exercised in the past.
- 2.2.6 Teacher Evaluation and Student Performance - It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law, as per Michigan School Code, expressly permits otherwise. No change in any grade or test score assigned a student may be made by the Employer or its administrators without the prior knowledge of the bargaining unit member who assigned the grade or score.

2.3 Association Rights

- 2.3.1 Use of Facilities and Equipment - The Board hereby grants to the Association and its members the right to use school building facilities after having made proper application to the building principal for each use desired. The Board shall provide reasonable use of office equipment and supplies for Association business. When possible, bulletin boards and other established media of communication will be made available to the Association and its members.
- 2.3.2 Wearing of Insignias and Pins - The Board agrees that no teacher shall be prevented from wearing insignia, or pins of membership in the Association either on or off school premises.
- 2.3.3 Access to Information - The Board agrees to make available to the Association, in response to reasonable requests in writing to the Superintendent, all information concerning the financial resources of the district, tentative budget requirements, allocations, and such other

information as will assist the Association in developing intelligent, accurate, informed procedures and programs on behalf of teachers. Also, upon request in writing, the Board will provide such information as may be necessary for the Association to process any grievances or complaints.

- 2.3.4 Notice of Change of Board Policy, Budget, etc. – The Board shall notify the Local Association of major revisions of educational policy, the proposed annual budget, tax programs and construction programs, which are under consideration and the Local Association shall be given opportunity to advise the Board with respect to the above matters prior to their adoption and/or general publication.
- 2.4 Non-Discrimination Rights – The Provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard and in no way discriminate against or between bargaining unit members on the basis of race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.

ARTICLE III

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- 3.1 Agency Shop – All teachers shall within sixty (60) days of the commencement of employment pay either:
- 3.1.1 Membership dues, or
 - 3.1.2 A representative service fee determined by the Association, or
 - 3.1.3 An amount equal to the service fee to the Kelloggsville Education Association Scholarship Fund, administered by the Local Association.
 - 3.1.4 Payroll deduction of the amounts set forth in sessions 1-3 is required under this Agreement. The Board shall payroll deduct the amounts detailed by the Association pursuant to the authority set forth in M.C.L.A. 408.477.
 - 3.1.5 The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

The Association shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this Article, except for loss that may be caused by the Board's negligence.

- 3.2 Remittance of Dues and Deductions – The Board agrees promptly to remit to the treasurer of the Local Association all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made. Such sums of N.E.A., M.E.A., and local dues shall be deducted in the following ways:
- 3.2.1 One payment in October, or
 - 3.2.2 Ten equal payments beginning in September and ending in June.

ARTICLE IV

PROFESSIONAL COMPENSATION

4.1 Part-time Teachers

4.1.1 Salary and Work Load - When a teacher is hired for something less than a full time contract, he/she shall be compensated according to the proportional amount of teaching time for which he/she is contracted. Part-time teachers can be expected to be given a proportional amount of time before and after school to the percentage of their contracts. Part-time teachers shall attend all in-service and conference times that occur in their normal work day and scheduled conferences. In-service and conference time outside normal work day with the exception of the scheduled conferences above, do not have to be attended unless required. If required to attend, the part-time teacher will be given the following in order of consideration:

4.1.1.1 Mutually agreed upon release time during normal contractual time.

4.1.1.2 Hourly pay rate will be Teacher Training Rate (Schedule A-3).

4.1.2 Insurance Benefits – Part-time teachers shall receive prorated insurance benefits, where permitted by the insurance carrier. Where not permitted the teacher shall receive prorated equivalent dollars to purchase other available insurance.

4.1.3 Leave Benefits – Part-time teachers shall receive full prorated leave benefits as provided in Article XI, Leave Policy. Under Article XIV, Terminal Leave, prorated days shall be granted for accumulated sick leave and full years shall be granted for service years.

4.1.4 Split Schedule – Part-time teachers shall not be placed on a split schedule unless there is no other possible arrangement in which case the Board will pay a 5% increase in base.

4.2 Salary Begins and Extra Work – The salary of a teacher shall begin at the time the teacher is required to report for duty. For work beyond that ordinarily assigned to teachers, the teachers shall be entitled to appropriate compensation as established in Schedule A-3.

4.3 Payment Schedule, Options and Extra-Duty Pay

4.3.1 A teacher may elect to have their contract divided into 26 pay periods and receive their pay over 26 equal payments from the first pay in the new school year through the 26th pay of the year in August. If a teacher elects to have his/her contract divided into 21 pay periods he/she will receive equal payments from the first pay in the new school year through the 21st

pay of the year in June. Teachers will be required to elect the payment option, in writing, at the beginning of each school year.

4.3.2 Extra-duty method of payment shall be made by the teacher on the extra-duty contract as per the following:

4.3.2.1 A separate check at the end of the duty.

4.3.2.2 For year long duty, one-half payment, in a separate check, at the end of each semester.

4.3.2.3 In the instance of a seasonal duty, one separate lump-sum payment shall be made at the completion of the duty when the teacher has completed an application for payment form and has it signed by his/her supervisor.

4.4 School Calendar – The school calendar shall be as described in Schedule B attached to and incorporated in this Agreement.

4.5 Release from Duty for Negotiations and Grievances – A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in a professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Every attempt shall be made to conduct such sessions other than during school hours.

4.6 Experience Credit for New Teachers – Placement of new teachers on the salary schedule shall be at the discretion of the Board. However, in no case will the placement be more than their actual experience.

4.7 Extra-Duty Assignments – Teachers involved in extra-duty assignments set forth in Schedule A-3, “Extra-duty Schedule”, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed schedules.

4.7.1 Filling Vacancies – Qualified teachers (the qualifications to be determined by the Board in compliance with State and Federal law) who apply shall be given first consideration for extra-duty assignments set forth in Schedule A-3.

4.7.2 Experience Credit – Experience for extra duties shall be acknowledged by placing the teacher on the appropriate step commensurate with the number of years experience in that or comparable extra duty.

4.7.3 Promotion – When an extra duty person moves up to a higher level of that duty, he/she shall be placed on the schedule up to Step 3 based on comparable experience in Kelloggsville at a lower level.

4.7.4 Comparability – Comparable experience shall be defined as:

Baseball – softball

Boys/girls tennis

Boys/girls basketball

Boys/girls track

Cheerleading – Dance Team

Play Technical Director – Play Director

4.8 Compensation for Other Work – The Association and the Board shall formulate an agreeable scale for any salaries paid to teachers for professional purposes not specifically stated in this Agreement.

4.8.1 Understanding –Training

4.8.1.1 The rate of compensation is the Training Rate (Schedule A-3)

4.8.1.2 The minimum compensated time will be one (1) hour.

4.8.1.3 The maximum compensated time during the school year will be three (3) hours if approved by Supervisor.

4.8.1.4 The compensation for programs/training shall include:

4.8.1.4.1 KISD Workshops before/after/out of the regular workday.

4.8.1.4.2 KPS training/workshops scheduled and offered before/after/out of the regular workday.

4.8.1.4.3 Workshops offered by other institutions will be considered.

4.8.1.5 College classes will not be included in the training compensation provision.

4.8.1.6 Inservice scheduled during the regular contractual year will not be included in the Teacher Training Rate compensation provision.

4.8.1.7 Inservice scheduled outside the regular contractual year will be paid at the Teacher Training Rate (see Schedule A-3) and may run 6-8 hour work sessions during the summer if approved by the appropriate supervisor.

ARTICLE V

TEACHING HOURS

5.1 Schedules – The teaching hours shall be as follows:

5.1.1 Elementary – Elementary teachers shall be at their teaching stations as per Schedule B-1. Departure time from teaching stations will be as per Schedule B-1 unless the teacher is engaged in school activities or other professional responsibilities and except on days when faculty meetings are held. Professional responsibilities include any Association responsibilities pertaining to, but not limited to, professional negotiation, grievance resolution, and services rendered to Association membership. These hours, as per Schedule B-1, may be adjusted to equivalent times of up to 10 minutes for teachers and 15 minutes for students in the elementary school.

5.1.1.1 Student Times – Elementary student class starting and departure times will be as per Schedule B-1.

5.1.1.2 Preparation Periods – The preparation periods for elementary teachers shall be devoted to planning for classes, related school work and principal-teacher conferences.

5.1.1.3 “Specials/Elective Teachers”

5.1.1.3.1 Teachers of Specials/Electives shall be scheduled for preparation periods equal to the amount of time a regular elementary classroom teacher is scheduled (uninterrupted if possible). Travel time between buildings shall not be considered preparation time unless the teacher involved agrees.

5.1.1.3.2 Any “Specials/Elective” teacher that has less planning time than an elementary teacher will be compensated per year, at 1% of the BA Base for each unit of 30 minutes and prorated thereafter for additional time. In the event the “Specials/Electives” teacher receives compensation for fewer minutes or no preparation time at all, the compensation may be paid bi-weekly instead of at the end of the first and second semester or said teacher shall choose different payment method.

5.1.1.4 Definitions - Elementary Teacher: Regular teachers and special education teachers assigned to K-5 classrooms.

Specials/Electives: Teachers that are assigned to non-core classes, for example: physical education, music, art, counselor, reading, science, Spanish and other area(s) as determined by the IPC/BOE process.

- 5.1.1.5 Preparation Time Development - Elementary planning time will be a minimum of 210 minutes per week, for a two week period. The building principal will seek collaborative input from the staff in creating the building's special schedule.
- 5.1.1.6 Preparation Time Compensation – Any elementary teacher receiving less than 42 minutes multiplied by the number of student days in a given week due to field trips or scheduled days off (this does not include days lost due to inclement weather) shall be reimbursed for lost prep time at the teacher training rate at the end of each semester. The reimbursement amount shall be prorated at the number of minutes lost. Specials teachers will be expected to cover a class when the scheduled special time overlaps with a teacher's prep time and an assembly.
- 5.1.2 Secondary – High School and Middle School teachers shall be at their teaching stations as per Schedule B-1. Afternoon departure time from teaching stations will be as per Schedule B-1 for High School and Middle School teachers unless the teacher is engaged in school activities or other professional responsibilities and except on days when faculty meetings are held. Professional responsibilities include any Association responsibilities to, but not limited to, professional negotiations, grievance resolution, and services rendered to Association membership. Association members and officers including 5.1.1 and 5.1.2 are as follows: KEA President, Vice-President, Grievance Chair, Building Representatives, and Professional Negotiation Team members.
 - 5.1.2.1 Student Times – High School and Middle School student arrival and departure times will be as per Schedule B-1.
 - 5.1.2.2 Preparation Period – The preparation period for secondary teachers shall be devoted to working with individual students, planning for classes and school and classroom related work.
 - 5.1.2.3 Travel – Secondary teachers (6-12) that travel between buildings as part of their assignments and during their preparation time will be compensated at ½% of the BA Base scale per semester for the lost preparation time.
- 5.1.3 Last Day Dismissal – Dismissal time, on the last day of the school year, for each teacher shall be as per the designated work hours on the school calendar.
- 5.2 Lunch Periods – All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 30 minutes. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 40 minutes.

- 5.3 Elementary Relief Periods and Inclement Weather Dismissals - Elementary teachers shall be granted one 20 minute duty-free relief period, except during days of inclement weather. On days of the inclement weather, elementary teacher dismissal time will be after all children under their supervision are out of the building.
- 5.4 Meetings and Departure Time
- 5.4.1 P.M. Departures - Afternoon departure time will be as per Schedule B-1 except on days when faculty, in-service, parent conferences and curriculum meetings are held. It is agreed that up to three (3) days a month will be set aside when faculty, in-service, parent conferences and curriculum grade level meetings can take place and that teachers can be expected to stay one (1) hour when said meetings are scheduled. It is also agreed that, through majority vote by each building's faculty, these monthly meetings can be scheduled before school.
- 5.4.2 Required Attendance - Each teacher is required to attend each faculty meeting as referred in 5.4.1 above unless he/she is excused by the principal. Additionally, each teacher shall be required to attend up to two (2) of the following (unless excused by the principal); PreK-8 Open House, PreK-8 Activity Night, 9-12 Dance, PreK-12 Holiday Programs, Winter/Spring Programs, 9-12 Drama Nights, 4-12 Athletic Events, Band Concerts, Choir Concerts, Community Pride Festival, 9-12 Meet the Rockets, 6th Grade Camp, Parent/Teacher Group Meetings, PreK-5 School Carnival, Awards Assembly, High School Graduation, or any other evening or weekend activity approved by the building principal.
- 5.4.3 Early Dismissal – Teachers shall be allowed early dismissal (when their students have left their care) on Holidays, or prior to scheduled days off (does not include non-holiday weekends) as per the school calendar.
- 5.5 Recess Supervision (K-5) - Recess supervision shall be assumed by teachers in each building as a paid responsibility. If there is no individual volunteer for recess supervision, it shall be rotated among those teachers within the building and the compensation divided equally among them. Or, at the discretion of the building administrator, recess duty may be assigned to the least senior teachers for compensation.
- 5.6 Noon Hour Supervision (6-12) - Noon hour supervision may be assumed by teachers as a paid responsibility in each building on a voluntary basis. If there is no individual volunteer for noon supervision, the administration may assign the responsibility to the least senior teachers or provide qualified supervision from outside the teaching ranks.
- 5.7 Changing Student Day - Arrival and departure times for teachers may be adjusted by up to thirty (30) minutes to accommodate a different school structure or transportation schedules. Student arrival and departure time may be adjusted in accordance with changes in the teachers work day. Input on proposed changes in schedule shall be requested of the K.E.A. and schedule changes will be announced thirty (30) days prior to implementation and the start of a semester.

5.8 Unscheduled School Closings

- 5.8.1 In accordance with Section 101 of the School Aid Act, teachers need not report to work on days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics, mechanical failure, or health conditions as defined by the city, county or state.
- 5.8.2 It is further agreed that the Association and the Board will accept current state language as it deals with days of school lost because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, mechanical failure, or health conditions as defined by the city, county, or state.
- 5.8.3 Teachers will not be required to make up days excused by the State of Michigan in article 5.8 of this agreement. If days of instruction lost exceed the States allowable limit, teachers will be required to report for work.
- 5.8.4 The cancellation and/or rescheduling of days under Section 5.8 shall not result in a loss or gain of salary to the teacher.