

MASTER AGREEMENT  
BETWEEN THE  
KENT CITY BOARD OF EDUCATION  
AND THE  
KENT COUNTY EDUCATION ASSOCIATION  
2012-2013

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**ARTICLE 1: RECOGNITION**

- A. The Kent City Board of Education hereby recognizes the Kent County Education Association, affiliated with the Michigan Education Association, and the National Education Association (KCEA/MEA/NEA) as the sole and exclusive bargaining representative, as defined in Section 121 of Act 379, Public Acts of 1965, for all regular full-time and regular part-time professional personnel employed under annual contracts, including personnel on tenure or probation, classroom teachers, guidance counselors, certified librarians, reading therapists, school psychologists, social workers, speech and hearing therapists, teachers of the homebound or hospitalized, and other professional special education personnel, reading diagnostician, reading coordinator, reading director employed by the Kent City Community Schools.

Excluded from the unit are: All full or part-time supervisory, executive or administrative personnel; business manager, athletic director if assigned evaluator, hiring and firing responsibilities or other supervisory duties; title I director; curriculum coordinator; adult and special education coordinators, aides and paraprofessionals employed in positions not requiring teaching certification; summer school (including driver education instructors who are not otherwise part of the bargaining unit) and adult education personnel, noon period supervisors and/or noon period recreation personnel; substitute teachers; school nurses, if not teacher certified; office and clerical personnel; custodial; maintenance and operation personnel and all other employees of the Board or any other employer. Any position which is excluded and the employee in that position is part-time for that portion of time that individual is performing bargaining unit work.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. Reference to male teachers shall include female teachers. The distinction between tenure eligible and non-tenure eligible staff will be noted where appropriate.

**ARTICLE 2: TEACHER AND ASSOCIATION RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and negotiations.

The Board undertakes and agrees 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 the Association or negotiations or his institution of a grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The Association shall be granted Fourteen (14) Association days per year. The Association shall pay for the substitute for any days used in excess of six (6) days per year. The Superintendent or his designee shall be notified at least one week in advance of such leave.
- D. The Association shall have the right to use the school building facilities after regular school hours for official business of the Association providing said use has first been cleared with the Administration.
- E. The Board agrees to furnish the Association in response to written request from time to time such information as is available concerning the financial resources of the district, Treasurer's reports, census and membership data, names and addresses of all teachers and all other information that will assist the Association in developing constructive programs and which may be necessary for the Association to process any grievance.
- F. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws. The rights granted to each teacher hereunder shall be deemed to be in addition to those granted elsewhere.

**ARTICLE 3: BOARD'S RIGHTS**

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Such authority shall include by way of illustration and not by way of limitation.

1. Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the employer.
  2. Continue its rights and practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing;
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees pursuant with general school code, state and federal statutes;
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine the schedules, standards of operations and the processes of carrying on the work, including automation thereof or change therein, the institution of new and/or improved techniques therein;
  5. Adopt reasonable rules and regulations for implementing Board and School District policy
  6. Determine the qualifications of employees, including the physical condition of employment;
  7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies;
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public accounts;
  10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from the Employees.
- B. 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE 4: WORK DAY**

- A. Teachers of grades K-12 shall be present in their building at least 10 minutes before the beginning of the student day and remain in school at least 10 minutes after the end of the student day. This time shall not count as instructional minutes. Special arrangements for deviation from the above for personal reasons may be made with approval of the teacher's building principal.

The elementary student day shall begin at 7:45 am and end at 2:35 pm; and the secondary student day shall begin at 7:55 am and end at 2:45 pm.

Additionally, elementary teachers will provide supervision during passing time before and after the student day.

The Board reserves the right to adjust or shift the student day by five (5) minutes, as necessary to adjust for transportation needs and for collaboration with other education programs. When this type of change may be necessary, the Superintendent and Association President will meet to review relevant information and mutually agree, in writing, to shift start/end time; and collaboratively present adjustments to the impacted staff. Any other change or deviation in the above teaching hours is subject to Article 11 Negotiations Procedures as herein provided.

- B. The Association and its members recognize that as a professional the proper discharge of teachers' responsibilities to his/her students and the School District will require him/her to devote time outside normal school hours to prepare lessons and plans, grade papers, attend staff meetings, meet with parents, and agree that these professional responsibilities will be met.
- C. Teachers assigned to more than one building will be expected to attend only staff meetings in the building where they have the majority of their teaching responsibilities. Staff meetings may be conducted prior to subject to Article 11, Negotiations Procedures as herein provided.
- D. The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. These shall be apportioned on a voluntary basis as much as possible but when necessary, shall be filled by appointment by the Building Principal on the basis of previous participation. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity, shall be seated with the students, and shall aid with the control and discipline of the student body.
- E. Every teacher shall be entitled to a 30 minute duty free lunch period.
- F. Teachers shall be at their respective stations ten minutes prior to their first class.
- G. It is acknowledged that the primary duty and responsibility is to teach and that the organization of the school day should be directed towards ensuring that the energy of the teacher is primarily utilized to this end.
- H. It is the intent of the school district to continue the practice of using non-instructional personnel to supervise recess duty.

**ARTICLE 5: TEACHING CONDITIONS AND CLASSLOADS**

A. The parties agree that the district shall comply with state requirements for instructional time.

The normal weekly teaching load for grades 6-12 shall not exceed twenty-five (25) teaching periods per week. Actual instructional time not to exceed 316 minutes per day. No teacher in a departmentalized instructional program shall be required to teach more than four (4) different preparations. All teachers as herein defined shall have one preparation period each day.

The normal weekly teaching load for elementary K-5 grades shall not exceed 316 "Total Minutes" of instruction per day. Instructional minutes for a regular classroom teacher will be equal to the "Total Minutes" column on the State Reporting document minus a regular classroom teacher's preparation period and break. The student day, and instructional time, is defined as beginning when all students are engaged in the planned learning activity and ending when students stop being engaged in the planned learning activity.

The basic elementary teacher day shall include a duty-free 30-minute lunch, plus one 10-minute break and one 50-minute preparation period (this time shall not count as instructional minutes). An average minimum of **fifty** (50) minutes per day will be scheduled for preparation purposes.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods and daily and weekly schedules may be necessary for progress and improvement of education.

B. Class Size

1. Because the number of students per teacher has a bearing upon effective education and teacher workload, the parties agree to set the following student ratios:

K -1	26
2-3	28
4-5	29
6-12	30

as a maximum goal which the board shall make every attempt to maintain (band, physical education, choir and experimental classes excluded) all possibilities to reduce and equalize class size at each grade level should be implemented in a timely fashion.

2. If class sizes exceed this goal by three (3) students and all possibilities to reduce and equalize class size have been exhausted then the board will provide, at the teachers request, additional materials and/or assistance, including the possibilities of a teacher aide, which are to be determined by the school district.

3. Classes such as Business Typing, Industrial Arts, Drafting, Language and Homemaking will be limited to the teaching stations available whenever feasible as determined by the Board or its designee

C. Telephone facilities shall be made available to teachers for their reasonable use at no expense to the Board.

D. The provisions of this Agreement shall apply to all members of the Association without discrimination on account of race, age, color, sex, religion, political or national origin.

**ARTICLE 6: TEACHING ASSIGNMENTS AND TRANSFERS**

- A. ~~Teachers~~ Non-tenure eligible staff members affected by changes in assignment (subject to grade level) shall be notified by the 15th day of August prior to the opening of the school year. Vacancy in position shall be defined as a position presently unfilled. ~~Teachers~~ Non-tenure eligible staff members shall not normally be assigned outside their teaching field, or subject matter area, except temporarily and for good cause. Temporarily shall be defined as not to extend beyond one year. Changes in assignment for tenure eligible staff members shall be governed by Board policy and corresponding administrative guidelines.
- B. Vacancies in subjects and grade levels within the system shall be made available by the School District upon written request by the teacher, when vacancies arise or are anticipated. The Superintendent shall notify the Association and post notice of vacancies in each school building no less than (10) school days before the position is filled. Applications of teachers in units affiliated with KCEA/MEA/NEA will be accepted for vacancies. ~~These~~ Non-tenure eligible positions shall be filled on the basis of experience, competency, qualifications, seniority and other relevant factors such as cost and student enrollment. The process for filling vacancies for tenure eligible positions shall be governed by Board policy and corresponding administration guidelines.
- C. A transfer is a reassignment of a teacher (bargaining unit member) from one subject area or grade level to another. Involuntary transfers may be affected by the School District. The purpose of the involuntary transfer shall be discussed with the ~~teacher~~ non-tenure eligible staff member at least fifteen (15) days prior to the transfer. These transfers shall be normally made on the basis of the least seniority, but other factors such as qualifications, length of service in subject or grade level areas, shall also be considered. The transfer/teacher placement process for tenure eligible staff members shall be governed by Board policy and corresponding administration guidelines.
- D. Voluntary transfers may be made at any time a vacancy exists or can be mutually arranged to be filled. Request for voluntary transfer shall be made in writing to the Building Principal setting forth the school, grade, subject area and position sought, with the applicant's qualifications. Receipt of the application and request for the transfer shall be acknowledged by the Principal's office. Requests for non-tenure eligible positions will be reviewed each year and transfer implemented with seniority being considered for placement. A record of the requests for voluntary transfers, transfer and related information pertaining thereto shall be made a part of the teacher's file. The process for reviewing and awarding voluntary transfers for tenure eligible staff members shall be governed by Board policy and corresponding administration guidelines.
- E. In the event that any teacher agrees to work part-time, teach a class each day during his preparation period, or any similar "extra assignment," compensation shall be based upon the following formulas (pro-rated for less than full year assignments):
- Secondary:  $[ 1 / 5 ] \times [ \text{number of sections} ] \times [ \text{Individual's Base Salary} ]$
  - Elementary:  $[ \text{total minutes per day (not including lunch or passing)} ] - [ \text{contractual maximum minutes per day (see section 5)} ]$
- The teacher shall have the right to accept or reject such assignment. The teacher will also have the right to teach during his preparation period without remuneration if he so desires.
- F. Assigned noon duty where such duty cuts into the preparation period will be reimbursed at an hourly rate.



ARTICLE 7: LEAVES OF ABSENCE

A. Acceptable reasons for leave with pay

- 1. Personal illness, injury, or quarantine.
- 2. Illness or death in the teacher's immediate family. "Immediate Family" is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild or any other member of the family who has clearly stood in the same relationship with the teacher as any of these. If a close relative or distant place is involved, up to but not exceeding five (5) days may be granted. The number of days for funerals and serious illness will be determined as each separate case arises by the discretion of the administration. All such days shall be deducted from sick leave.
- 3. In case of illness of children, teachers may use Sick Leave.
- 4. New teachers may not draw on sick time until at least one day has been worked on their contract.

B. The annual allowance for Contractual Staff Members for any reasons listed in Section A., 1. And 2. Shall be:

- 1. Eight (8) sick leave days per year shall be granted every teacher regardless of his/her total accumulated sick days. However, in determining the accumulation of sick days, eight days may be accumulated each year without limit.
- 2. That beyond the eight or more accumulated days to which the individual teacher is entitled, the cost of hiring a substitute whether or not one is available will be deducted from the teacher's salary and the difference in salary paid to the teacher.

This will not continue more than fifteen days beyond accumulated sick leave. All cases of absence due to illness or injury beyond the accumulated maximum sick leave will be considered by the Board as each separate case arises.

- 3. A teacher whose illness or injury continues beyond his accumulated sick leave days plus fifteen days with cost of substitute deducted, shall be granted an unpaid medical leave of absence for the balance of the school year, if requested. Such leave may be renewed for a period not to exceed one (1) year. The Board of Education may require a doctor's certificate or other evidence of illness or injury to substantiate the request for leave of absence. Expense incurred obtaining evidence will be borne by the employee.
- 4. In the case of the return to duty of a member of the professional staff who has been absent due to a contagious disease or nervous or mental disorder, he must present a statement from his physician submit to an examination by a physician designated by the Superintendent or Board of Education. Cost of such an examination shall be borne by the Board of Education.

5. ~~Teachers~~ EMPLOYEES not opting for the early retirement "Option B" and with 15 or more years of service in the Kent City School District, upon retirement shall be reimbursed for unused sick days as follows:

25-50 unused sick days	\$20.00 for each unused day
51-100 unused sick days	\$30.00 for each unused day
101-150 unused sick days	\$40.00 for each unused day
151-200 unused sick days	\$50.00 for each unused day
201 or more unused sick days	\$50.00 for each unused day

- C. Teachers will notify the districts absence reporting system at least 1.5 hours prior to the teacher's normal reporting time in the morning or the evening before.
- D. Not more than three (3) days shall be allowed to any teacher for in-service meetings or educational opportunities which will require absence from the teacher's regular responsibilities.

E. PERSONAL BUSINESS

1. Up to four (4) days leave with pay per year, non-accumulative, will be allowed for "personal business" reasons. Three days advance notice in writing to the principal is required except in the case of an unforeseen emergency.
  - A. In the case of individual personal business day requests (any request for only 1 day), the building principal will be notified in writing (request form), and will approve pending verification of availability (which includes superintendent signature). It is not necessary for the reason for the request to be stated.
  - B. In the case of consecutive personal business day requests (any request for 2 or more consecutive school days), they must be accompanied by thorough and detailed lesson plans, discussed with the principal, and approved by the principal.

{In a case where the principal feels the lesson plans are not thorough enough to ensure quality instruction, the principal will discuss it with the teacher. If they do not agree, the principal will discuss it with the building association representative. If it is still not resolved the superintendent will review it with the association president.}

When consensus is reached that the lesson plans are thorough and will provide students with quality instruction in the teachers absent, the request will be approved.
2. Unused personal business days will be added to sick leave accumulation at the end of each school year.
3. Such leave shall not be granted for the first or last day of the school year nor on a working day preceding or following a vacation.
4. Compensation time off: at the request of any teacher eligible for substitute pay, while substituting for another association member, the teacher may request time off with pay in lieu of cash payment for any substituting periods. Any such time off shall be requested three (3) days in advance by the teacher and approved by the building principal prior to use of compensatory time off. Such compensatory time off shall not be granted for the last day of the school year nor on a working day preceding or following vacation.
5. For each hour the teacher has substituted, the district shall grant one compensatory hour of time off. These said hours may accumulate for one calendar year and not exceed the equivalence of 2 days.

## F. LEAVES

The employee will provide the employer written notice of the request for leave, whenever practical at least thirty (30)-calendar days in advance of the first day of the leave. The written notice will be presented to the Superintendent.

### 1. Family and Medical Leave Act

The employer shall grant unpaid leaves of up to twelve (12) weeks for only those employees eligible under the law (currently defined as employees who have been employed at least twelve (12) months immediately prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the employer shall consider the initial twelve (12) weeks of such leave as request for leave under the Family and Medicinal Leave Act:

- a) the serious health condition of the employee; or
- b) the serious health condition of the employee's spouse, parent, or child; or
- c) the placement of a child for adoption or foster care; or
- d) the birth of employee's son or daughter and care of the infant Child includes any individual under age 18 for whom the employee serves in loco parentis; a child over age 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

Upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. However, if the leave would qualify, under another provision of the master agreement, for superior return rights, the superior rights shall apply.

The employee shall have the option of using accrued paid leave days, if available. However, if an employee who has accrued leave days chooses to begin the leave on an unpaid basis, he or she will not be allowed to convert paid days during the leave.

Medical, dental, and vision benefits will be continued during the leave under the same conditions and level as if the employee were still at work. An employee who terminates employment at the end of the FMLA leave or leave extension, and fails to return to work for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or any other reason beyond the employee's control pursuant to FMLA regulation 825.213 (a) (20), will be expected to reimburse the District for the medical, dental and vision premiums or rate established for COBRA. Such reimbursement shall be deducted from the employee's payroll check upon return or from any remaining monies then owed the employee.

Seniority shall continue to accrue during the FMLA leave.

The employee shall have the right to take the leave on a reduced or intermittent schedule. As provided under FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the employer to:

- a. Take leave for periods of a particular duration; or
- b. Temporarily transfer to another position offered by the employer for which the employee is qualified.

Whenever practical, the employee will provide the employer at least thirty (30)-calendar days written notice of the request for leave.

If an instructional employee requests or begins a FMLA leave near the end of an academic term, the instructional employee may be required to remain on leave until the end of the academic term, as provided in the FMLA.

The Employer reserves the right to require appropriate certifications as provided in the FMLA.

In the event the FMLA is modified through legislation, rules, regulations, or court decision, the parties agree to negotiate concerning the effects, upon request of either party.

FMLA leave shall run concurrently with other applicable leaves of absence, if any.

2. Child Care

The employee shall be limited to the use of paid sick leave to a maximum of six (6) weeks for vaginal birth and eight (8) weeks for cesarean birth unless there are complications and the employee is to be absent from work under doctor orders. Additional time may be granted per Article 7 Section F. 3

3. Maternity or Adoption Leave

The School District may upon request grant a Maternity or Adoption Leave for a period up to one year. A teacher on Maternity or Adoption Leave wishing to return to duty shall file a written notice with the Superintendent not less than twenty (20) working days prior to the date they wish to return. The notice shall state the exact date on which the teacher will return to duty. In the event this leave involves the final day of the school year then a written statement indicating the teachers intent to return at the start of the succeeding school year shall be submitted to the Superintendent not less than sixty days prior to the first teacher work day of the school year.

4. Study Leave

A leave of absence of up to one (1) year shall be granted to any teacher during the duration of his tenure in the School District, upon written application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities according to the following provisions:

- a) Applicant must have taught no less than three (3) years in the Kent City Community School District;
- b) Applicant states his intent to return to the Kent City Community School District upon completion of his leave;
- c) Job station assignment upon return from leave will be the sole responsibility of the Superintendent;
- d) All employee benefits and levels of compensation will be frozen at their highest attained levels prior to the commencement of the leave. There shall be no accrual of employment benefits during the granted time;
- e) Premiums for insurance protection shall be the responsibility of the applicant through the duration of his leave;
- f) All leave applications shall be screened by a Leave of Absence Committee composed of two (2) members of the Association and one Kent City Community School Principal. Leave of Absence Committee will make recommendations for approval or disapproval to the Superintendent;
- g) Upon return from leave, the teacher shall be placed on the salary schedule on the next step above the one he was on immediately prior to his leave and his salary computed according to the current salary schedule;
- h) Upon return from any leave, the non-tenure eligible staff member shall be placed in the same or similar position for which they are certified and qualified unless subject to lay off due to staff reduction. The placement process for tenure eligible staff members shall be governed by Board policy and corresponding administration guidelines.

## 5. Sabbatical

Teachers who have been employed for seven (7) consecutive years by the Board may, upon request, be granted a sabbatical leave for teacher improvement of up to one (1) year. It is agreed that teacher improvement includes: attending a college, university or other educational institution, which will improve the teacher's ability to teach and taking a minimum of six (6) semester credits each semester.

During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one half his/her full salary. The Board shall not be liable for death or injuries sustained by any teacher while on sabbatical leave. The full medical insurance benefits will be paid by the employee.

Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Funds.

While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave, the ~~teacher non~~ tenure eligible staff member shall be restored to the same ~~teaching~~ teaching position or to a position of like nature and be placed on the salary schedule as the ~~teacher non~~ tenure eligible staff member would have been if he/she ~~taught~~ worked in the district during the sabbatical period. The placement process for tenure eligible staff members shall be governed by Board policy and corresponding administration guidelines.

Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant three (3) such leaves per year with half pay to the teacher.

Teachers granted a sabbatical leave will be required to sign a personal contract agreeing to return to the School District for the year immediately following the leave. Failure to return to the School District will require the teacher to repay to the School District with interest (be determined upon granting of leave) the amount of pay they received while on leave.

## 6. Career Exploration

A leave of absence for up to one (1) year may be granted to any bargaining unit member upon application for the purpose of engaging in career exploration.

**ARTICLE 8: INSURANCE PROTECTION****A. Coverage**

1. The Board will provide MESSA Choices II PPO with a 10/10 prescription card for all bargaining unit members and their eligible dependents, at no cost to the full-time employee.  
There will be an open enrollment period annually (September).  
The District will pay the insurance premiums for 12 months, subject to the statutory caps of \$15,000 full family, \$11,000 two person, and \$5500 single subscriber. These amounts shall be adjusted annually to reflect the CPI.
2. ~~Super Care I shall continue to be offered with the additional cost to be covered by the employee. The payment for difference between the Choices II and SCI will be via a Section 125 plan.~~
3. Part-time teachers will have insurance benefits prorated. Insurance benefits will cover the employee and his/her eligible dependents.
4. Those teachers, including all part-time teachers, not electing health insurance coverage shall be provided with an amount equal to the single-subscriber health insurance plan under A. 1., above. The amount shall be applied toward a mutually agreed upon annuity program. Part-time teachers will have this amount prorated.
5. The Board will provide a basic and major dental program, SET-SEG percentage of coverage 50%, Deductible \$50, Lifetime Maximum \$1,000, including an orthodontic rider for all teachers. This insurance will cover the employee and his/her immediate family.
6. The maximum annual coverage on the dental program will be \$1,800 for teachers selecting dental insurance. This dental program will be provided at the basic full family rate of the program provided by the Board.
7. Payroll deductions for MESSA options will be made available providing MESSA agrees to provide these options through payroll deductions.
8. The Board agrees to provide \$40,000 Term Life and \$40,000 Accidental Death Insurance for all employees.
9. The School District will provide a Long Term Disability Insurance Program for members of the teaching staff. The program will pay a minimum of sixty percent (60%) of the teacher's salary.
10. The Employer shall provide without cost to the bargaining unit member MESSA **VSP-3 PLUS** for all bargaining unit members and their eligible dependents.
11. The parties acknowledge that the District may be required by applicable state law to bid health insurance. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the district will bargain with the Association concerning the implementation of any change the carrier(s) as the result of such bid, as allowable by applicable state law

**ARTICLE 9: TEACHER EVALUATIONS**

- A. All monitoring or observations, including the use of closed circuit television, audio system, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.
- B. Evaluations of ~~teachers non-tenure eligible staff members~~ shall be conducted by the teacher's immediate principal or an administrator working in the same building, unless an emergency requires such evaluations be conducted by a designated replacement or an assistant.
- C. The work performance of all ~~teachers non-tenure~~ shall be evaluated in writing. Each observation shall be made in person for a minimum of thirty consecutive minutes.
- D. ~~The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year, preferably once each semester. The first written evaluation shall be made prior to December 1 and the second prior to March 15.~~
- E. ~~D. Tenure teachers~~ non-tenure eligible staff shall be evaluated when performances seem to warrant it, but at least once every three years.
- F. ~~E. The principal or his designee will hold a personal conference with the teacher non-tenure eligible staff member within ten days after each observation. During this time, the evaluation will be discussed by both parties.~~
- F. ~~The evaluation process for tenure eligible staff members shall be governed by Board policy and corresponding administration guidelines.~~
- G. A copy of the written evaluation shall be submitted to the ~~teacher non-tenure eligible staff member~~ at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the Administration. In the event that the ~~teacher non-tenure eligible staff member~~ feels his evaluation was incomplete or unjust, within ten days following the personal conference, he may put his objections in writing and have them attached to the evaluation report of the principal to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.
- H. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in his review. This review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The Administrator will remove such employment credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Kent City Community Schools will be made available.
- I. No ~~teacher non-tenure eligible staff member~~ shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any opportunity or means of maintaining or holding his position favorable to success in the practice of the teaching profession without just cause. ~~No tenure eligible staff member shall be discharged or demoted for reasons that are arbitrary and capricious. Any such discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafters set forth, except tenure teacher dismissal in which case use of the grievance process shall be prohibited and only the Tenure process utilized.~~

- J. Negative comments on the performance and evaluation of a teacher should be fully discussed with the teacher, and positive steps shall be taken immediately to assist the teacher in overcoming these weak points. All suggestions for improvements of the teacher's non-tenure eligible staff member's performance shall be included in the written evaluations.
- K. It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, a violation of the evaluation procedure for non-tenure eligible staff members as set forth in this Agreement may be grieved.





## ARTICLE 10: PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher related to or occurring while he/she is fulfilling his teaching or related responsibilities shall be promptly reported to the Board or its designated representatives.
- B. The Board recognizes that through its administrative staff, it must support its teachers in taking all reasonable actions to maintain proper classroom order. Formal written complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. In the event such complaint is reduced to writing and placed in the teacher's file, a copy of this shall be furnished to the teacher.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for damage or loss of person or property.
- D. A teacher shall at all times be entitled upon their request to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, discipline shall be delayed until a representative can be present, but in no case shall discipline be delayed to accommodate the Association Representative more than 24 hours.

**ARTICLE 11: NEGOTIATIONS PROCEDURES**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern which are not covered herein may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by a majority of the Board and a majority of the membership of the Association.
- C. In any negotiations described by this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between parties may be executed without ratification of a majority of the Board of Education and by a majority of the membership of the Association but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ratification. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.
- D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be represented at such adjustment.
- E. Continuity of professional service. The Association recognizes that strikes, as defined by Section I of Public Act 226 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees, that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

## ARTICLE 12: PROFESSIONAL GRIEVANCE PROCEDURE

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or any existing rule, order or regulation of the Board; (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.

**LEVEL 1:** A teacher or group of teachers, believing that there has been a violation shall within five school days of its alleged occurrence orally discuss the grievance with the Building Principal and a representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) school days following the discussion, the grievance shall be expressed in writing and processed in accordance with LEVEL II, on the Grievance Form as shown in Appendix F

**LEVEL 2:** Any grievance filed by a teacher, group of teachers or the Association must be filed with ten school days from the end of Level I. The Board hereby designates for its representatives for such purposes the principal in each school building and the Superintendent of Schools when the particular grievances arise in more than one building. Within five days of the receipt of the grievance, the designated representatives of the Board shall meet with the Association in an effort to resolve the grievance. The affected may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be transmitted within five days to the Superintendent.

**LEVEL 3:** The Superintendent shall have five school days to approve or disapprove a grievance proceeding from Level II. Association class or group grievances may be submitted directly to the Superintendent. If the grievance is transmitted directly to the Superintendent he shall have ten school days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal or in the first instance, the Superintendent shall answer the grievance in writing and the grievance, with the answer, shall be transmitted to the Association. The Association shall have five school days to transmit the grievance to the Board.

**LEVEL 4:** At its next meeting, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than ten school days after its submission to the Board.

**LEVEL 5:** If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration preceding any ground or to reply on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court or competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act. The arbitrator's fees and expenses shall be shared equally by the board and the Kent County Education Association. The expenses and compensation of any witness or participants in the arbitration shall be paid by the party calling such witness or requesting such participants. All arbitration hearings shall be held in the school district.

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

- A. To help assure a coordinated program of instruction throughout grades K-12 and to provide for carefully selected textbooks in the proper series and sequence, the District School Improvement Team shall facilitate the development of a long-term plan or curriculum cycle, and delegate to the appropriate group of teachers the authority to research textbook options and make recommendations to the Superintendent. Details for the organization and function of this system shall be worked out by the District School Improvement Team in adherence to Board Policy.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All conditions of employment shall be maintained at the levels as provided for in this Agreement and shall not be altered without prior negotiations with the Association.
- C. Copies of this Agreement shall be printed at the expense of the board and presented to all teachers now employed for hereinafter employed by the Board. The Association shall be furnished an additional 25 copies of the Master Agreement upon request.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- E. Medically Fragile Students
1. Medically Fragile Students will be identified through the IEPC process.
  2. Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s) guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided.
  3. Any bargaining unit member who has a medically fragile student assigned to him/her will be trained by licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs.
  4. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e., portable phone, etc.).
  5. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.
  6. The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.
  7. If the preceding six steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

**ARTICLE 14: AGENCY SHOP**

- A. The parties agree that it shall be a condition of employment that all teachers who are presently members of the Association, all teachers who hereafter become Association members, and all new teachers employed after the 30th day of June; shall either;
1. Sign and deliver to the Board an application authorizing the deduction of the Professional Dues for membership in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the member prior to the 1 st of July of the current school year or are deemed contrary to law, at such time the district shall cease the deduction.
- OR
2. Cause to be paid to the Association a Representation Fee of an amount equal to the United Profession dues as uniformly requested of members of the exclusive bargaining unit within 30 days after the commencement of teaching duties.
- B. To the extent permissible by law, the Board agrees to notify all newly hired teachers of this condition of employment by the School District. In the event that a teacher shall not exercise the above options or pay such professional dues directly to the Association, the following procedure shall apply:
1. A written and signed notification from the Association indicating failure to comply will be sent to the teacher by certified mail and shall provide fifteen (15) days for compliance. It shall further advise the teacher that a request for termination of employment may be filed with the Board in event compliance is not affected. A copy of this letter will be sent to the Board.
  2. Failure to comply by the teacher, the Association may file a written and signed complaint indicating noncompliance with this provision, with the Board requesting termination of the employment in accordance with the just cause, due process procedure of the Tenure Act. A copy of this complaint will be sent to the teacher.
    - a. If said teacher is a tenure teacher, the Board shall implement those procedures of notification and hearing as specified in the Tenure Act.
    - b. If said teacher is a probationary teacher, the Board shall immediately notify the teacher that his/her services shall be discontinued at the end of the current semester, unless the Board receives written notification from the Association that this specific provision has been fulfilled and complaint withdrawn. In the event the Board should hire a new teacher to replace the probationary teacher under the terms of this section, neither the Association or the affected teacher shall have the right to withdraw said complaint, except by the consent of all parties. The Board, under the terms of this provision, has a right to proceed in the replacement of a teacher against whom charges have been filed subject only to the requirements of the Michigan School Code.
    - c. The Association agrees to indemnify and save the Board and its members harmless and agrees to assume the legal defense of any suit or action brought against the Board or its agents regarding this provision. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of, or by reason of, the action by the board in complying with this provision, shall be the obligation of the Association.

## ARTICLE 15: REDUCTION IN STAFF

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel. The layoff procedure for tenure eligible staff shall be governed by Board policy and corresponding administration guidelines.

### A. Layoff Procedure for Non-Tenure Eligible Staff

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, and whenever possible 60 days notice prior to the opening of school will be given and the following procedure will be used:

1. ~~Probationary teachers~~ The least senior non tenure eligible shall be laid off first. ~~A probationary teacher~~ A lesser seniority non tenure eligible staff member shall not be laid off unless there is ~~a tenure teacher~~ more seniority non-tenure eligible staff member who is certified, qualified, and available to perform the duties of the position that ~~probationary teacher~~ least senior non tenure eligible staff member is vacating, or unless the position that ~~the probationary teacher is vacating~~ is being eliminated altogether.
2. If the reduction of ~~teaching~~ personnel is still necessary, then ~~tenure teachers~~ in those non-tenure eligible staff members in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section, i.e., those with the least seniority are to be laid off first.
3. ~~A tenure teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this Article, "qualified" shall be defined in the following manner:~~
  - a. ~~For placement in an elementary position, PK-5 grade level, a tenure teacher is qualified if s/he has an elementary certification.~~
  - b. ~~For placement in a secondary teaching position, 6-12 grade level, a tenure teacher is qualified if they meet at least one of the following conditions:~~
    - ~~o possesses a major from an accredited university or college in the content area or~~
    - ~~o passed the appropriate State Content Area test, or~~
    - ~~o when allowable by the State, has taught in that subject within the last five years and has completed the HOUSSE portfolio review (as a result of policy decisions made in March 2004,~~
    - ~~o meets the State of Michigan's certification requirements as described in "Classes that Can be Taught by Holders of Various Endorsements, as Impacted by NCLB," (based on the most recent updated from MDE)~~

### B. Recall

1. ~~Seniority teachers~~ non-tenure eligible staff members shall be recalled to employment in order of seniority for positions for which they are certified and qualified. A ~~teacher~~ non-tenure eligible staff member shall be maintained on the recall list for three full school years. A laid-off ~~seniority teacher~~ non-tenure eligible staff member who has become re-certified in an alternate non-tenure eligible position ~~subject field or grade level~~ has the right to be placed in a ~~teaching~~ non-tenure eligible position for which they are certified and qualified and which is occupied by a ~~teacher~~ non-tenure eligible staff member with less seniority provided the following criteria are met:
  - a. Such positions shall be filled only at the opening of the school year and not during the course of the school year.

- b. Notification shall be received in writing in the Superintendent's office by May 1st. Said notification shall also include verification of the applicant's completion date of credits by a college or university counselor or official.
2. Any bargaining unit member who collects unemployment compensation during the summer month (MESC's "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse to the district the amount of unemployment compensation, upon the written request of the District. In this case, the bargaining unit member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payment over the entire year or direct payment to the District by September 30th.

### C. Seniority

1. No later than thirty (30) days following the ratification of this agreement, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's initial date of hire which shall be when the Board of Education has approved the hire at a Board meeting.

To distinguish between employees having the same date of hire, their positions on the seniority list shall be determined by the numerical value of the last four digits of their social security number. Once the seniority date is determined it shall be final. The individual with the higher social security number shall have the higher seniority position on the seniority list. (i.e. 0001 equals the lowest number and 9999 equals the highest number).

2. A seniority list shall be published and posted conspicuously in all buildings of the district by October 15th of each school year. Corrections and additions of the seniority list shall be published and posted as they are made. A copy of the seniority list shall be forwarded to the Association.

**Note: It is mutually agreed that the seniority list data dated August 27, 2007 and discussed in negotiations is accurate and acceptable. There will be no corrections or additions related to previous data.**

3. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, seniority is retained for three years if severance of employment is due to layoff.

The laid off teacher shall be responsible for keeping the Board informed of their current address during this time period.

4. Time spent on unpaid leave, for one semester or more, shall not be construed as a break in continuous service. However, the time spent on that leave will be deducted from the initial date of hire on the seniority list.
5. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.
6. Members who transfer to a non-bargaining unit position shall retain only that seniority that they accrued while members of the bargaining unit.
7. Involuntary reduced assignments shall count as if the service was at the full teaching load and will count as full time seniority. Voluntary reduced assignments shall count only for the time spent on the job and shall receive that pro rata amount toward their seniority.
8. An employee on voluntary reduction of assignment shall notify in writing the District by April 1, of the current school year, the employee's intent to change employment status.

**ARTICLE 16 PROFESSIONAL COMPENSATION AND CALENDAR**

- A. The salaries of the teachers covered by this Agreement are set forth in **Appendix A**, which is incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.  
~~2007-08: It is agreed that the BA base salary for 2007-08 shall increase 1.5% at the beginning of the second semester (January 22, 2008) from BA base salary for 2006-07.~~  
~~2008-09: The BA base salary and Schedule A are OPEN 2009-10: The BA base salary and Schedule A are OPEN Both parties agree to examine possible changes to the scale(s) within Schedule A.~~
- B. Salaries will be paid in 26 installments, with the first payment to take place on the first regularly scheduled pay day following the teacher's first scheduled work day and continuing every other Friday thereafter until the 26 installments shall have been paid, unless a teacher requests a lump sum payment prior to the 1<sup>st</sup> of January.
- C. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement between the parties that cover the same school year as the individual contracts do. Teachers hired for a semester or more will be issued individual contracts.
- D. In order to encourage those members of the staff who have completed 20 semester hours beyond the Baccalaureate degree and who desire additional professional training, the Board of Education, at the discretion of the Superintendent, will subsidize graduate training for courses approved in advance at any publicly supported Michigan University by reimbursing the teacher for tuition costs. For graduate work taken out of state or at a private university, the reimbursement will be computed at the average cost of tuition at the University of Michigan, Michigan State University and Western Michigan University.  
 When a teacher receives tuition reimbursement from a scholarship or foundation grant, the Board shall not make duplicate payment in accordance with the above provision. To receive payment on the foregoing basis, the teacher shall present evidence of successful completion of his studies. Teachers shall be responsible for reporting grants and stipends.  
 Funds shall be set-aside for stipends for active participation in professional development staff meetings. Details are provided in Appendix D.  
 Funds shall be set-aside for mini-grants for professional development for projects, conferences, and/or college courses directly related to Board Goals/Strategies, Bldg Goals/Strategies, and/or District Priorities. Details are provided in Appendix E.
- E. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five (5) years of experience and may be given up to ten (10) years.
- F. Increments become effective September 1<sup>st</sup> of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1<sup>st</sup> following completion of required academic or professional courses except, the teacher hired in above the salary schedule shall remain at that step until his years of experience in teaching bring him to his proper step on the salary schedule. Extra hours and degrees must be established ten (10) days prior to the beginning of the following semester. (If adjustments have not been made for courses taken during the summer, adjustment will be made when grades or proof of work has been submitted.)
- G. Teachers on voluntary reduced time basis shall be entitled to a proportional share of the fringe benefits. Section 6 E contains a formula for part-time employment compensation. This ratio will be applied to the appropriate step and level of the salary schedule in computing part-time compensation.
- H. Teachers teaching part-time (only part of a year or part of each day in a year) shall be given credit on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.



- I. Teachers will be reimbursed for reasonable expenses incurred when attending meetings which the Board of Education or Administration considers to be beneficial to the teachers.
- J. Teachers who are required to drive their personal automobile in the performance of their duties shall be paid the Internal Revenue Service non-taxable mileage rate.
- K. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- L. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for pay roll deductions in accordance with Board Policy 6520.
- M. Upon retirement from the Kent City School System, any teacher who has served the District for eighteen (18) or more years will be paid a gratuity of \$100.00 per year employed by the Kent City School System.

N. The parties agree that staff receiving an "effective" or "highly effective" rating on their 2012-2013 evaluation will receive a .5% on base for merit pay. If the blended FTE count for 2012-2013 is at or below the projected loss of 25 FTE, the amount will increase to 1.0% of base.

ON. Except as modified by state statute or Department of Education proclamation, teachers shall be employed according to the schedule listed below. State requirements include a minimum of 1098.00 clock hours, of which a maximum of 38.00 clock hours can be professional development, and district can have up to 30.00 clock hours of "Act of God" hours with no penalty. There are no longer requirements for the number of student days.

Teacher Days	182 days
Student Full-Days	173 days
Student Half-Days	2 days
Teacher Prof. Devel. Days	6 days

(actual PD time minimum of 6 hrs 20 min per day; plus breaks and lunch)

Parent-Teacher Conferences will be scheduled during two (2) evenings in the fall and two (2) evenings in the winter. The two evenings is a total of six hours. Two (2) compensation days will be provided for parent-teacher conferences (one in the fall and one in the spring). The exact dates of conferences and compensation days shall be agreed upon and communicated through the calendar in Appendix C.

Records Days will be provided at the conclusion of the semester. The exact date of the "no students" & "no meetings" day shall be agreed upon and communicated through the calendar in Appendix C.

Note: At the end of the school year, teachers who do not complete their records and have not been checked out by the building principal will return the following work day to complete this responsibility. Upon completion, the teacher will be released by the building principal.

Note: Teachers will not be required to be present on days school is closed due to an "Act of God."

If at any time during the life of this Agreement, laws, statutes, or regulations are promulgated rescinding the current requirements for instructional hours, professional development and/or "Act of God" hours, resulting in student attendance hours falling below the state required minimum, then the hours shall be made up at the end of the school year unless a mutually agreed alternative can be reached between the Association and the Board.

P. The parties agree that for any work performed in the summer that falls outside of the teacher contractual year, the individual performing such work will be compensated at the rate of \$75.00 for a half day (3 hours) and \$150 for a full day (6 hours).

**ARTICLE 17: EARLY RETIREMENT PACKAGES**

**Plan A - Early Retirement Incentive**

- A. ~~Any teacher who selects early retirement, shall be given a terminal leave payment paid over three consecutive years in equal disbursements, as follows:
 
  - ~~— 30 years of service in the State Retirement System~~
  - ~~— a teacher shall receive a payment equal to 50% of his/her final year salary.~~~~
- B. ~~The request for early retirement must be approved by the Superintendent of Schools and the President of the Kent City Education Association before it can be submitted for benefits described in this Article.~~
- C. ~~The teacher must have had twelve (12) years of continuous full-time service in Kent City prior to his/her request for early retirement to be eligible for the benefits described unless waived by the Board. Teachers electing plan A must notify the board by April 1<sup>st</sup> the year in which they retire.~~
- D. ~~Retirement means the teacher must make application for benefits under the Michigan School Retirement Fund and cannot serve the Kent City Schools in any future paid capacity without the approval of the Superintendent. Payments will be made by January 15 of the following three consecutive calendar years.~~

**Plan B - Retirement Service Credit Purchase Plan**

- A. ~~In lieu of any benefits as described in Article 17, Plan A, of this Early Retirement Incentive, any teacher who has twelve (12) years of continuous full-time service in the Kent City Schools (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement System and who submits a letter of retirement from his/her position with Kent City Community Schools effective at the end of the school year shall be eligible to receive the following benefit. The district will purchase up to five (5) years of service credit according to the following schedule.
 
  - ~~25 years of service credit = 5 years~~
  - ~~26 years of service credit = 4 years~~
  - ~~27 years of service credit = 3 years~~
  - ~~28 years of service credit = 2 years~~
  - ~~29 years of service credit = 1 year~~~~
- B. ~~The Board shall not be obligated to purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit.~~
- C. ~~Persons electing to retire under this plan shall notify the District by April 1<sup>st</sup>, if they wish to retire effective July 1<sup>st</sup> of that year. Any payments made under this section will be made in accordance with applicable provisions of the Michigan Public School Employees Retirement Act and the guidelines of the Michigan Public Schools Employees Retirement System.~~
- D. ~~It is agreed that a total of five (5) employees per year will be approved unless expressly agreed otherwise by the Board. This total reflects the combined number of teachers applying for the two available plans. The selection of employees shall be based on seniority.~~
- E. ~~In the event more than five (5) teachers apply for the available retirement plans, the teachers shall retain the right to choose either plan without penalty the following year.~~
- F. ~~Teachers do not have the option of receiving benefit amount involved in Plan B as cash payments.~~

**ARTICLE 17: DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 31<sup>st</sup> day of August, 2010-2013. Professional compensation for 2008-09 & 2009-2010-2012-2013 of this contract shall become effective at the beginning of each school year and continue in effect as specifically provided for in the provisions of this Agreement.

**BOARD OF EDUCATION**

**KENT CITY EDUCATION ASSOCIATION**

\_\_\_\_\_  
President of Board (Negotiation Team)

\_\_\_\_\_  
President of Kent City EA (Negotiation Team)

\_\_\_\_\_  
Superintendent (Negotiation Team)

\_\_\_\_\_  
Chief Negotiator Kent City EA ( Negotiation Team)

\_\_\_\_\_  
Business Manager (Negotiation Team)

\_\_\_\_\_  
Representative of KCEA/MEA/NEA

\_\_\_\_\_  
Secretary for the Board of Education

\_\_\_\_\_  
President of KCEA/MEA/NEA

**APPENDIX "B" SUPPLEMENTAL POSITIONS**

- A. Work performed under a supplementary contract is not subject to tenure. Assignments of individual teachers to supplemental duties is discretionary with the Board of Education and subject to renewal each year.
- B. The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement
- C. Teachers working under a supplemental contract desiring **not** to continue in that position for the next school year shall notify the Board or its designee, in writing no later than fifteen days after the conclusion of that sport/activity season. Teachers working under a supplemental contract **wishing to** continue in that position for the next school year shall indicate so in writing, within fifteen days of the conclusion of the present season.

The Board shall, within ninety days of the conclusion of the season, act upon the continuation of the present coach's position. The Board may not post or interview for the position until the Board has decided whether or not the present coach will continue in that position.

- D. For an assistant coach, coaching experience for said sport will be allowed.  
For a head varsity coach, only coaching experience as a head varsity coach for said sport will be allowed.
- E. Supplemental contracts will be issued for any supplemental duty assignments to be compensated on the basis of percentage of the BA Base as shown on the schedule. If no written supplemental contract relationship is entered into between the teacher and the Board, or its representative, then the Board shall not be obligated to make compensation. The list of activities with rates of compensation serves only as a guide and shall not obligate the Board to operate any listed activity.
- F. Association members who apply may be offered any assignment listed in Appendix B. If the position is refused, the supplemental position shall no longer be represented by the Association for the duration of the season. The Board may fill the position at its discretion.

**NON-COACHING POSITIONS SCHEDULE**

Quiz Bowl - Varsity	15
Quiz Bowl - Asst	10
Yearbook Advisor (without class)	15
National Honor Society	3
Student Council - MS	5
Student Council - HS	5
Advisors to Council/Classes	
Senior	3
Junior	3
Sophomore	1
Freshman	1
MUSIC AND DRAMA	
Play Producer (per play)	5
Director of Bands	15
Director of Vocal Music	5
Other advisor position(s) (approved by superintendent for one year)	1

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**Driver's Education**

2008-09	\$27.40	
2009-10	TBD	
2010-11	TBD	

**School Improvement**

District School Improvement Chairpersons	4
Building School Improvement Chairperson	2

COACHING POSITIONS SCHEDULE	Percentage of BA Base (Years of experience)		
	(1st)	(2nd)	(3rd)
<b>HEAD VARSITY COACHES (HS)</b>			
Baseball	13	14	15
Basketball	13	14	15
Bowling (if one coach or split for two)	6	7	8
Cross Country	13	14	15
Football	13	14	15
Golf (if one HS coach)	10	11	12
Golf (if two HS coaches)	6	7	8
Soccer-Boys	6	7	8
Soccer - Girls	6	7	8
Softball	13	14	15
Track - Boys	13	14	15
Track - Girls	13	14	15
Volleyball	13	14	15
Wrestling	13	14	15
<b>ASSISTANT COACHES (HS &amp; MS)</b>			
Baseball - JV	8	9	10
Basketball Boys - 7	6	7	8
Basketball Boys - 8	6	7	8
Basketball Boys - JV	8	9	10
Basketball Girls - 7	6	7	8
Basketball Girls - 8	6	7	8
Basketball Girls - JV	8	9	10
Cross Country - HS asst	8	9	10
Cross Country - MS	6	7	8
Football Coach - HS asst	8	9	10
Football Coach - HS asst	8	9	10
Football Coach - HS asst	8	9	10
Football Coach - MS	4	5	6
Golf - HS asst (if second HS coach)	3	3	4
Soccer Boys - MS	-	-	-
Soccer Girls - MS	4	5	6
Softball - JV	8	9	10
Track both - HS asst	8	9	10
Track Boys - MS	6	7	8
Track Girls - MS	6	7	8
Volleyball - 7	6	7	8
Volleyball - 8	6	7	8

Volleyball - JV	8	9	10
Wrestling - HS asst (JV)	8	9	10
Wrestling - MS	6	7	8
Other coaching position(s) (approved by superintendent for one year)			3
<b>FRESHMAN COACHES (all sports)</b>	<b>6</b>	<b>7</b>	<b>8</b>

**APPENDIX "C" 2012-2013 School Calendar To be NEGOTIATED**

Updated November 2007

Date	Calendar Event
August 23 (Thursday)	Orientation for New Teachers
Aug 27 - Aug 30 8:00 am - 3:40 m	Professional Development for All Teachers Workshops & In-service 1 50-min lunch & 210-min breaks
Set 3 (Monday)	No School - Labor Day
September 4 (Tuesday)	Classes Begin
October 1 (Monday) 8:00 am - 3:40 m	Professional Development for All Teachers Workshops & In-service 1 50-min lunch & 210-min breaks
October 15 - 18	Secondary Parent Teacher Conferences 6th - 12th
November 5 (Monday) 8:00 am - 3:40 m	Professional Development for All Teachers Workshops & In-service 1 50-min lunch & 210-min breaks
November 9 (Friday)	Marking Period 1 Ends for Secondary Schools Four 9-week marking periods)
November 21 (Wednesday) - November 25 (Sunday)	No School - Thanksgiving Recess November 21 Conferences Compensation Day)
November 30 (Friday)	Marking Period 1 Ends for Elementary School Three 12-week Marking Periods
December 3 - 6	Elementary Parent Teacher Conferences PK - 5th
December 22 (Saturday) - Janua 6 Sunday)	No School - Winter Break 2 full weeks - aligns with KCTC
January 7 (Monday)	School Resumes
January 18	Half-Day for All Students End of First Semester for Secondary Students
January 21 (Monday) Martin Luther Kin Day	No School - Records Day
February 18 (Monday) Presidents' Day	No School - Midwinter Break
February 25 - 28	Secondary Parent Teacher Conferences 6th - 12th
March 7 (Friday)	Marking Period 2 Ends for Elementary School
March 10 - 13	Elementary Parent Teacher Conferences K - 5th)
April 3 (Thursday)	Marking Period 3 Ends -or Secondary Schools
April 4 (Friday) - Aril 13 (Sunday)	No School - Spring Break April 4 Conferences Compensation Day)
Aril 14 Monday	School Resumes
May 26 Monday	No School - Memorial Day
June 6 (Friday)	Half-Day for All Students / Last Day of School End of Second Semester for Secondary Students

NOTE: The administration agrees not to "call" any meetings Teacher Records Day (January 21, 2008).

NOTE: Teachers who have completed all records and the building check-out on June 6, will be released by the principal. Any teacher who does not have records and check-out completed is expected to report to work on June 9 (Monday).

Designated Professional Development Staff Meetings:

- Secondary: None in the first semester of 2007-08  
Jan 28, Feb 4, 11, Mar 3, 10, 17, 24, Apr 14, 21, 28, May 5, 12,
- 19 Elementary: None in the first semester of 2007-08  
Jan 28, Feb 4, 11, 25, Mar 3, 17, 24, Apr 14, 21, 28, May 5, 12, 19

### **Appendix "D" — ~~Stipend for Participation in Professional Development Staff Meetings~~**

~~The Board and Association agree to set aside funds for active participation in designated staff meetings (not to include informational meetings) on topics directly related to building school improvement goals/strategies, curriculum development, or assessment work. These funds, determined by the formula below, shall be available from September through June:~~

~~\_\_\_\_\_ [ (base salary) \* (0.50%) \* (number of certified staff/FTE on September Count Day) ]~~

~~These funds may be used to pay a teacher an end-of-year stipend based on the following formula:~~

~~\_\_\_\_\_ [ (base salary) \* (0.50%) \* (percentage of staff meetings in which teacher participated) ]~~

~~The designated staff meetings shall involve approximately four hours per month (not to exceed 4 hours per month). Typically, a designated staff meeting will be scheduled three times per month, and will be approximately 80 minutes in length (not to exceed 80 minutes per meeting). The total number of designated staff meetings shall not exceed 40 per year.~~

~~Any stipend earned shall be paid in the last pay of June.~~

~~The teacher must be an active participant in the staff meeting for the full meeting time to receive credit for participating for the purpose of calculating the end-of-year stipend. Participation will be measured by the production of an appropriate document related to the building school improvement goals/strategies, curriculum development, or assessment work designated by the building school improvement leadership team or building principal for that meeting.~~

~~Each participating teacher must sign the "Participant Sign-In Sheet" at the beginning of the staff meeting. If a teacher fails to sign the sheet on the day of the meeting (or within two work days) the teacher shall be considered to have not participated in that meeting.~~



**APPENDIX D**

**LETTER OF UNDERSTANDING**

**Between**

**KENT CITY EDUCATION ASSOCIATION (KCEA/KEA/MEA)**

**and the**

**KENT CITY COMMUNITY SCHOOLS**

**RE: Appendix D – Participation in Professional Development Staff Meetings**

The parties agree that in exchange for removing the language in Appendix D, staff will no longer be required to attend professional development staff meetings (with the exception of those negotiated in the Calendar). All additional building level PD activities will be included in the voluntary staff meetings delineated in Appendix Z. The parties further agree to add the following language to Appendix Z (Voluntary Staff meetings). “in the event that a staff member is unable to attend the staff meeting, the Principal will notify the staff member within 24 hours of the meeting in writing of any feedback or assistance that is required of the staff member as a result of the topics discussed at the meeting.”

\_\_\_\_\_ Date \_\_\_\_\_  
Kent City Education

\_\_\_\_\_ Date \_\_\_\_\_  
Kent City School District

## Appendix "E" Mini-Grants for Professional Development

250\*

The Board and Association agree to set-aside funds for mini-grants for professional development and curriculum-related projects. These funds, determined by the formula below, shall be available from September through August:

[ (September Official Count - June Budget Projection Count) \* (0.250% of the Per Pupil Foundation Grant)

Should enrollment be less than the projection the minimum set aside in that year will be 25% of the Per Pupil Foundation Grant (2007-08 example:  $\$7204 * 0.25 = \$1,876$ )

Should enrollment be more than the projection the maximum set aside in that year will be three times the Per Pupil Foundation Grant (2007-08 example:  $\$7204 * 3 = \$21,612$ )

These funds may be used to pay stipends or reimburse conference or college course costs based on the following formula:

- \$100 for 15 hour project or 1 credit course
- \$300 for 30 hour project or 2 credit course
- \$500 for 45 hour project or 3 credit course
- (\$200 additional per each additional credit)

All hours must be outside of the teacher work day, and shall not include staff meetings or any other time considered within a teacher's work week and/or paid time. Typically, approved projects will be completed during winter, spring or summer vacation periods. Conferences must be on days outside of the teacher calendar days. The project, conference, or course - and its stipend - must be approved by the Superintendent prior to the beginning of the project, conference, or course; and a written agreement signed by the Superintendent and certified-staff.

Note: Only members of the Association who have earned twenty (20) graduate hours beyond the Baccalaureate degree may apply for funds to defray tuition costs for further graduate work.

Funds are distributed based on first submitted with approval. When funds are depleted, no more stipends or reimbursements shall be paid. No funds shall "carry-over."

Any person receiving funds is expected to provide a short summary of the project, conference, and/or course (which will be shared with the Board of Education) and share/provide professional development for the rest of the staff in their building (as appropriate, typically a very short presentation/activity).

Payments are typically made in January, May, or August.

Projects approved may include, but are not limited to, the following:

- Incentives to reward teachers with a good record of student credentialing
  - o Implements the Pyramid of Interventions or Response to Intervention model
  - o Uses student data to group and provide support or interventions
  - o Classroom assessments are aligned with the viable curriculum
  - o Viable curriculum is documented and rubrics used to communicate expectations
- Incentives to reward teachers implementing "Understanding by Design"
  - o Enduring Understandings are identified, documented, and used to focus unit lessons
  - o Essential Questions are identified, documented, and used daily to guide students
  - o Graphic Organizers are used to communicate expectations and connections/relationships

- Providing extended-day or extended-year interventions focus on specific GLCE/HSCE (Example: Working with identified students for approximately one hour on Tuesday & Thursday for 8 weeks with progress monitoring and assessment of improved student performance; would be equivalent to \$100 project.)
- Curriculum-related projects completed through Summer Academies
  - o Development of viable curriculum for existing courses
  - o Development of end-of-unit assessments linked to viable curriculum items
  - o Planning details regarding the identification, intervention, and progress monitoring of students not meeting the standards of the viable curriculum
  - o Development of new courses with tools to communicate standards
  - o Development of academically advanced curriculum with tools to communicate standards
- Integration of research-based instructional strategies into existing or new courses. This is primarily in reference to strategies described in the following research-based books:
  - o Classroom Instruction That Works, Marzano
  - o Strategies That Work, Harvey & Goudvis
  - o Reading with Meaning, Miller
  - o Building Background Knowledge for Academic Achievement, Marzano
  - o Understanding by Design, Wiggins & McTighe
  - o How the Brain Learns, David Sousa
- Integration of differentiated instruction strategies into existing or new courses. This is primarily in reference to strategies described in the following research-based resources:
  - o Integrating: Differentiated Instruction & Understanding by Design, McTighe & Thompson
  - o Differentiated Instruction, Thompson
  - o ESL or STOP reference materials
- Integration of technology into existing or new courses
  - o Planning the implementation of existing technology tools to improve curriculum delivery, assessment of student performance, or instruction of students
  - o Develop lesson plan which engage students in using technology for learning
  - o Implementation of "Response to Intervention" strategies with technology using the following: Study Island, NovaNet, Compass Learning, Epic Learning, Fast ForWord, Read 180, etc
- College courses directly related to Board Goals/Strategies, Building School Improvement Goals/Strategies, and /or district Priorities.
- Incentive for parent involvement in the school
- Other - provide detailed explanation

**APPENDIX F: GRIEVANCE FORM**

Grievance #: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment \_\_\_\_\_

**LEVEL 2 - (A)** Date of Cause of Grievance: \_\_\_\_\_

(B-1) Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B-2) Statement of Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(C) Disposition of Supervisor, Principal, or Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(D) Disposition of Grievant and/or Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**LEVEL 3 - (A) Date Received by Superintendent or Designee:** \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(B) Disposition of Grievant and/or Association**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL 4 - (A) Date Received by Board of Education President:** \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(B) Disposition of Grievant and/or Association**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL 5 - (A) Date Submitted for Arbitration:** \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(B) Disposition of Grievant and/or Association**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX Z: COLLABORATION AGREEMENTS

The Association agrees to annually, with collaboration from the administration, discuss the following issues with all bargaining unit members. This section is a guide for discussion, and nothing in this section is considered binding within this contract.

### A. VOLUNTARY STAFF MEETINGS ON MONDAYS

- o The expectations regarding curriculum, assessment, and school improvement have increased significantly in recent years. These new demands on schools impact teachers drastically. In order to meet new state requirements, and the outcry for accountability, we need to work collaboratively (Board, administration, & teachers). Teachers working in isolation can result in frustration, but when teachers work collaboratively they can accomplish great things and support one another.
- o Our ultimate goal is to improve student achievement through the implementation of student credentialing. This includes establishing a viable curriculum, aligning classroom assessment, collecting, analyzing, and using student data to address individual student needs, and applying the concept of a pyramid of interventions. We need a system that effectively facilitates teacher collaboration toward the goal of improving student achievement. We are a good school, and we want to become a great school.
- o The establishment of a system of weekly staff meetings provides the building staff with the TIME necessary to understand the State's expectations, plan curriculum and classroom assessments, analyze our data, and make decisions to impact improvement.
- o Typically, a voluntary staff meeting will be held in each school building each MONDAY. The purpose of these meetings is to make decisions regarding school improvement and other significant issues (not building managerial issues). Participation at the staff meetings is not required; however, all staff members are expected to participate in the process of school improvement. Those not able to attend the meeting may be asked to participate through short/simple written or verbal feedback.
- o The voluntary staff meeting is not more than 80 minutes, and not more than 4 hours (240 minutes) per month. The voluntary staff meeting starts 10 minutes after the end of the student day, and is completed not more than 90 minutes after the end of the student day. Teachers are asked to reserve this time for collaboration every Monday.
- o Occasionally during the school year, the whole staff may have numerous other events after 3:00 pm in that building, such that the staff agrees not to meet that week. In such cases the meeting for the previous and next weeks may be slightly longer (within the limit of ending each meeting not more than 90 minutes after the end of the student day).
- o Occasionally during the school year, not more than once per month, a principal may hold a required staff meeting. These will be announced at least two weeks in advance, when feasible, and will not be in addition to the typical voluntary staff meeting of that week.
- o Appendix D – Participation in Professional Development Staff Meetings –In the event that a staff member is unable to attend the staff meeting, the Principal will notify the staff member within 24 hours of the meeting in writing of any feedback or assistance that is required of the staff member as a result of the topics discussed at the meeting.

### B. PROFESSIONAL DEVELOPMENT- INDIVIDUALLY, BUILDING, & DISTRICT

- o The Board of Education establishes the broad goals for the district. All priorities for administrators, building school improvement teams, and teachers must align with the district goals.
- o The district (Board in collaboration with administrators) may establish one to three priorities per year, from the list of district goals and strategies. Additional building issues may be added within each building as long each issue is established within the building school improvement plan. Typically, each building will focus on five or less priorities per year.

- For each identified priority per year there will be a professional development plan which may incorporate KCCS professional development days, KISD workshops, conferences, and/or voluntary staff meetings on Mondays.
- KISD workshops and/or conferences not aligned with the building priorities will not be supported by the district.
- College courses not aligned with the implementation of board goals, building school improvement goals, and/or building priorities will not be supported by the district.
- KCCS Professional Development Days will be a major component used to focus on the priorities. The objective is to help all staff members understand the district priorities, understand goals & strategies, and work to implement plans. For each priority there will be a district and building professional development plan, which will incorporate professional development days and voluntary staff meetings on Mondays.

#### C. CALENDAR AND INSTRUCTION TIME

- The association president and superintendent will meet in early February to review the calendar and instructional minutes for next school year. Any anticipated adjustments in the transportation schedule will be addressed in February, or as soon thereafter as potential adjustments become known by the district. The agreed upon calendar for the district will be formatted as a list for Appendix C, a traditional calendar, and onto the "Scheduled Days of Instruction Form" for the State.
- The agreed upon instructional minutes for each building will be formatted in an excel spreadsheet and onto the "Scheduled Hours of Instruction Form" for the State.
- This information will be reviewed and discussed with all staff during an April Staff Meeting (or as soon thereafter as feasible).

#### D. PURPOSE OF PERSONAL DAY(S):

- Individual personal days are intended for the personal/private use of the teacher (for any purpose the individual feels makes it necessary to be absent from work). No explanation will be requested.
- Consecutive personal days are rare and intended to provide flexibility in unique or critical situations.
- Consecutive personal days should only be used for a unique or critical situation that can only be met by the employee being absent from their performance of normal duties to attend to the situation.
- Personal days should not be used to create vacations, extend vacations, or extend any type of leave (i.e. vacation day, followed by sick day, followed by personal day is inappropriate use of personal days).
- Allowance of up to four days (increase from 2) was agreed upon between the Association and Board primarily to provide employees with the opportunity to be involved in the education of their own child, or to participate in unique educational activities of children within our district.
- Generally, it is expected that most employees will typically use only one or two personal days per year, and rarely consecutively.

**LETTER OF UNDERSTANDING**  
**Between the**  
**KENT CITY EDUCATION ASSOCIATION (KCEA/KCEA/MEA)**  
**And the**  
**KENT CITY COMMUNITY SCHOOLS**

RE: Early Retirement Packages

The above-named parties hereby enter into the following Letter of Understanding

**Plan A - Early Retirement Incentive**

A. Any teacher who selects early retirement, shall be given a terminal leave payment paid over three consecutive years in equal disbursements, as follows:

- 30 years of service in the State Retirement System
- a teacher shall receive a payment equal to 50% of his/her final year salary.

B. The request for early retirement must be approved by the Superintendent of Schools and the President of the Kent City Education Association before it can be submitted for benefits described in this Article.

C. The teacher must have had twelve (12) years of continuous full-time service in Kent City prior to his/her request for early retirement to be eligible for the benefits described unless waived by the Board. Teachers electing plan A must notify the board by April 1 st the year in which they retire.

D. Retirement means the teacher must make application for benefits under the Michigan School Retirement Fund and cannot serve the Kent City Schools in any future paid capacity without the approval of the Superintendent. Payments will be made by January 15 of the following three consecutive calendar years.

**Plan B - Retirement Service Credit Purchase Plan**

A. In lieu of any benefits as described in Article 17, Plan A, of this Early Retirement Incentive, any teacher who has twelve (12) years of continuous full-time service in the Kent City Schools (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement System and who submits a letter of retirement from his/her position with Kent City Community Schools effective at the end of the school year shall be eligible to receive the following benefit. The district will purchase up to five (5) years of service credit according to the following schedule.

- 25 years of service credit = 5 years
- 26 years of service credit = 4 years
- 27 years of service credit = 3 years
- 28 years of service credit = 2 years
- 29 years of service credit = 1 year

B. The Board shall not be obligated to purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit.





**LETTER OF UNDERSTANDING**  
**Between the**  
**KENT CITY EDUCATION ASSOCIATION (KCEA/KCEA/MEA)**  
**And the**  
**KENT CITY COMMUNITY SCHOOLS**

**RE: Prohibited Subjects of Bargaining**

The above-named parties hereby enter into the following Letter of Understanding regarding the continuation of bargaining discussions regarding language issues following the July 2012 ratification vote:

1. The Parties agree that should any current prohibited subject of bargaining (such as PA 53, 102 and 103) be changed, reverted by law, constitutional amendments, or other legislative action; that the Master Agreement shall be reopened to collectively bargain only these subjects with thirty (30) days written notice by either party.
2. The parties agree that the intent of this agreement is to address only contractual areas specific to these legislative elements.
3. In the event of such collective bargaining, the finalized language will be reflected in a separate letter of agreement and shall attach to the 2012-2013 collective bargaining agreement.
4. The parties agree that this agreement is non-precedent setting.

\_\_\_\_\_  
 For the Kent City Education Association  
 (KIEA/KCEA/MEA)

\_\_\_\_\_  
 For the Kent City Community School  
 School District

Dated: \_\_\_\_\_

**KENT CITY COMMUNITY SCHOOLS  
KCEA SALARY SCHEDULE FOR 2012-13**

STEP	\$37,663		BA		MA		MA + 10		MA + 20		MA + 30		2nd MA/Phd	ED
													Spec	
1	1.0000	\$37,663	1.0953	\$41,252	1.1186	\$42,130	1.1418	\$43,003	1.1893	\$44,792	1.2543	\$47,241		
2	1.0476	\$39,456	1.1418	\$43,003	1.1662	\$43,922	1.1905	\$44,838	1.2380	\$46,627	1.3030	\$49,075		
3	1.0953	\$41,252	1.1905	\$44,838	1.2138	\$45,715	1.2369	\$46,585	1.2844	\$48,374	1.3494	\$50,822		
4	1.1418	\$43,003	1.2369	\$46,585	1.2655	\$47,662	1.2940	\$48,736	1.3415	\$50,525	1.4065	\$52,973		
5	1.1905	\$44,838	1.2846	\$48,382	1.3179	\$49,636	1.3512	\$50,890	1.3986	\$52,675	1.4636	\$55,123		
6	1.2369	\$46,585	1.3321	\$50,171	1.3702	\$51,606	1.4083	\$53,041	1.4557	\$54,826	1.5207	\$57,274		
7	1.2959	\$48,807	1.3797	\$51,964	1.4225	\$53,575	1.4653	\$55,187	1.5128	\$56,976	1.5778	\$59,425		
8	1.3531	\$50,962	1.4388	\$54,189	1.4806	\$55,764	1.5224	\$57,338	1.5699	\$59,127	1.6349	\$61,575		
9	1.4083	\$53,041	1.4958	\$56,336	1.5377	\$57,914	1.5795	\$59,489	1.6270	\$61,278	1.6920	\$63,726		
10	1.4653	\$55,187	1.5529	\$58,487	1.5948	\$60,065	1.6367	\$61,643	1.6841	\$63,428	1.7491	\$65,876		
11	1.5253	\$57,447	1.6100	\$60,637	1.6519	\$62,215	1.6937	\$63,790	1.7411	\$65,575	1.8061	\$68,023		
12	1.5728	\$59,236	1.6680	\$62,822	1.7156	\$64,614	1.7632	\$66,407	1.8107	\$68,196	1.8757	\$70,644		
13	1.6195	\$60,995	1.7156	\$64,614	1.7631	\$66,403	1.8107	\$68,196	1.8581	\$69,981	1.9231	\$72,430		
14	1.6195	\$60,995	1.7632	\$66,407	1.8108	\$68,200	1.8582	\$69,985	1.9057	\$71,774	1.9707	\$74,222		
15	1.6195	\$60,995	1.7632	\$66,407	1.8108	\$68,200	1.8582	\$69,985	1.9057	\$71,774	1.9707	\$74,222		
16	1.6680	\$62,822	1.7632	\$66,407	1.8108	\$68,200	1.8582	\$69,985	1.9057	\$71,774	1.9707	\$74,222		
17	1.6680	\$62,822	1.8107	\$68,196	1.8583	\$69,989	1.9059	\$71,782	1.9533	\$73,567	2.0183	\$76,015		
18	1.6680	\$62,822	1.8107	\$68,196	1.8583	\$69,989	1.9059	\$71,782	1.9533	\$73,567	2.0183	\$76,015		
19	1.7156	\$64,614	1.8107	\$68,196	1.8583	\$69,989	1.9059	\$71,782	1.9533	\$73,567	2.0183	\$76,015		
20	1.7156	\$64,614	1.8582	\$69,985	1.9059	\$71,782	1.9535	\$73,574	2.0009	\$75,360	2.0659	\$77,808		
21	1.7156	\$64,614	1.8582	\$69,985	1.9059	\$71,782	1.9535	\$73,574	2.0009	\$75,360	2.0659	\$77,808		
22	1.7656	\$66,498	1.8582	\$69,985	1.9059	\$71,782	1.9535	\$73,574	2.0009	\$75,360	2.0659	\$77,808		
23	1.7656	\$66,498	1.9082	\$71,868	1.9559	\$73,665	2.0035	\$75,458	2.0509	\$77,243	2.1159	\$79,691		
24	1.8156	\$68,381	1.9582	\$73,751	2.0059	\$75,548	2.0535	\$77,341	2.1009	\$79,126	2.1659	\$81,574		