

Master Agreement

Between

***The Board of Education of the
Kelloggsville Public Schools***

and the

Kent County Education Association

August 21, 2007 – August 20, 2011

KELLOGGSVILLE PUBLIC SCHOOLS

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

A. Parties to Agreement Defined

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

B. Purpose

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

C. Local Association Role

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

D. Exclusive Bargaining Agent

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

E. Mutual Intent

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

F. Agreement

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

ARTICLE I

RECOGNITION

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

ARTICLE II

RIGHTS

2.1 Teachers Rights

- 2.1.1 Public Act 379 - The Board hereby acknowledges that Public Act 379 is an act designed to prohibit strikes by certain public employees, to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for violations of the provisions of the Act. The Board further recognizes that it is lawful for public employees to organize and to engage in activities for the purpose of collective bargaining and negotiations in matters of hours, wages, terms and conditions of employment. The Board further acknowledges provisions of the said Act and hereby assures the Association of its intention to cooperate in putting the law into effect.
- 2.1.2 Non-Discrimination - Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds of any discipline or discrimination with respect to the professional employment of such teacher. However, the Association recognizes that it is the teacher's responsibility to fulfill his/her contractual obligations.

2.2 Board Rights

- 2.2.1 Association Recognition - The Association hereby acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain this school system; and that it is the Association's intention to aid and assist the Board in the performance of these legal responsibilities within the limits of the authority vested in it by law.
- 2.2.2 Source of Rights and Examples - The Board on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality of the foregoing, the right:
- 2.2.2.1 To the executive management and administrative control of the school system and its employees, properties and facilities.

Article II (continued)

- 2.2.2.2 To hire all teachers, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal and transfer all such teachers.
- 2.2.3 Limited by Agreement - The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.
- 2.2.4 Role of Administrative Staff - In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of teachers; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its teachers. The Board and administrative staff shall be free to exercise all of its managerial rights and authority except as limited by this Agreement.
- 2.2.5 Use of Management Rights - Specific management rights in this Agreement are not intended to be, nor shall be, restrictive of or a waiver of any rights of management not specifically surrendered herein whether or not such rights have been exercised in the past.
- 2.2.6 Teacher Evaluation and Student Performance - It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law, as per Michigan School Code, expressly permits otherwise. No change in any grade or test score assigned a student may be made by the Employer or its administrators without the prior knowledge of the bargaining unit member who assigned the grade or score.
- 2.3 Association Rights
- 2.3.1 Use of Facilities and Equipment - The Board hereby grants to the Association and its members the right to use school building facilities after having made proper application to the building principal for each use desired. The Board shall provide reasonable use of office equipment and supplies for Association business. When possible, bulletin boards and other established media of communication will be made available to the Association and its members.

Article II (continued)

- 2.3.2 Wearing of Insignias and Pins – The Board agrees that no teacher shall be prevented from wearing insignia, or pins of membership in the Association either on or off school premises.
- 2.3.3 Access to Information – The Board agrees to make available to the Association, in response to reasonable requests in writing to the Superintendent, all information concerning the financial resources of the district, tentative budget requirements, allocations, and such other information as will assist the Association in developing intelligent, accurate, informed procedures and programs on behalf of teachers. Also, upon request in writing, the Board will provide such information as may be necessary for the Association to process any grievances or complaints.
- 2.3.4 Notice of Change of Board Policy, Budget, etc. – The Board shall notify the Local Association of major revisions of educational policy, the proposed annual budget, tax programs and construction programs, which are under consideration and the Local Association shall be given opportunity to advise the Board with respect to the above matters prior to their adoption and/or general publication.
- 2.4 Non-Discrimination Rights – The Provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard and in no way discriminate against or between bargaining unit members on the basis of race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.

ARTICLE III

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

3.1 Agency Shop – All teachers shall within sixty (60) days of the commencement of employment pay either:

3.1.1 Membership dues, or

3.1.2 A representative service fee determined by the Association, or

3.1.3 An amount equal to the service fee to the Kelloggsville Education Association Scholarship Fund, administered by the Local Association.

3.1.4 Payroll deduction of the amounts set forth in sections 1-3 is required under this Agreement. The Board shall payroll deduct the amounts detailed by the Association pursuant to the authority set forth in M.C.L.A. 408.477.

3.1.5 The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

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

3.2 Remittance of Dues and Deductions – The Board agrees promptly to remit to the treasurer of the Local Association all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made. Such sums of N.E.A., M.E.A., and local dues shall be deducted in the following ways:

3.2.1 One payment in October, or

3.2.2 Ten equal payments beginning in September and ending in June.

ARTICLE IV

PROFESSIONAL COMPENSATION

4.1 Part-time Teachers

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

4.1.1.1 Mutually agreed upon release time during normal contractual time.

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

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

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

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

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

4.3 Payment Schedule, Options and Extra-Duty Pay

Article IV (continued)

- 4.3.1 A teacher may elect to have their contract divided into 26 pay periods and receive their pay over 26 equal payments from the first pay in the new school year through the 26th pay of the year in August. If a teacher elects to have his/her contract divided into 21 pay periods he/she will receive equal payments from the first pay in the new school year through the 21st pay of the year in June. Teachers will be required to elect the payment option, in writing, at the beginning of each school year.
- 4.3.2 Extra-duty method of payment shall be made by the teacher on the extra-duty contract as per the following:
 - 4.3.2.1 A separate check at the end of the duty.
 - 4.3.2.2 For year long duty, one-half payment, in a separate check, at the end of each semester.
 - 4.3.2.3 In the instance of a seasonal duty, one separate lump-sum payment shall be made at the completion of the duty when the teacher has completed an application for payment form and has it signed by his/her supervisor.
- 4.4 School Calendar – The school calendar shall be as described in Schedule B attached to and incorporated in this Agreement.
- 4.5 Release from Duty for Negotiations and Grievances – A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in a professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Every attempt shall be made to conduct such sessions other than during school hours.
- 4.6 Experience Credit for New Teachers – Placement of new teachers on the salary schedule shall be at the discretion of the Board. However, in no case will the placement be more than their actual experience.
- 4.7 Extra-Duty Assignments – Teachers involved in extra-duty assignments set forth in Schedule A-3, “Extra-duty Schedule”, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed schedules.
 - 4.7.1 Filling Vacancies – Qualified teachers (the qualifications to be determined by the Board in compliance with State and Federal law) who apply shall be given first consideration for extra-duty assignments set forth in Schedule A-3.

Article IV (continued)

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

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

4.7.4 Comparability – Comparable experience shall be defined as:

| | |
|-----------------------|---|
| Baseball – softball | Boys/girls track |
| Boys/girls tennis | Cheerleading – Dance Team |
| Boys/girls basketball | Play Technical Director – Play Director |

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

4.8.1 Understanding – Training

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

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

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

4.8.1.4 The compensation for programs/training shall include:

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

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

4.8.1.4.3 Workshops offered by other institutions will be considered.

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

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

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

ARTICLE V

TEACHING HOURS

5.1 Schedules – The teaching hours shall be as follows:

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

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

5.1.1.2 Preparation Periods – The preparation periods for elementary teachers during Specials/Electives shall be devoted to working with individual students, planning for classes, related school work and principal-teacher conferences. The principal may, after discussion with the classroom teacher, at any time require the teacher to remain in the classroom during any Specials/Electives when the situation requires the teacher's presence.

5.1.1.3 “Specials/Elective Teachers”

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

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

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

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

- 5.1.1.5 Preparation Time Development - Elementary planning time will be a minimum of 210 minutes per week, for a two week period, in blocks of not less than 30 minutes and will be accomplished by using “specials” time. The building principal will seek collaborative input from the staff in creating the building’s special schedule. After discussion with the classroom teacher and the building principal, the specials/electives teachers may be expected to pick up students from the classroom after recess. When two specials run back-to-back, the Specials/Electives teachers will supervise the exchange of students.

- 5.1.1.6 Preparation Time Compensation – Any elementary teacher receiving less than 42 minutes multiplied by the number of student days in a given week due to field trips or scheduled days off (this does not include days lost due to inclement weather) shall be reimbursed for lost prep time at the teacher training rate at the end of each semester. The reimbursement amount shall be prorated at the number of minutes lost. Specials teachers will be expected to cover a class when the scheduled special time overlaps with a teacher’s prep time and an assembly.

- 5.1.2 Secondary – High School and Middle School teachers shall be at their teaching stations as per Schedule B-1. Afternoon departure time from teaching stations will be as per Schedule B-1 for High School and Middle School teachers unless the teacher is engaged in school activities or other professional responsibilities and except on days when faculty meetings are held. Professional responsibilities include any Association responsibilities to, but not limited to, professional negotiations, grievance resolution, and services rendered to Association membership. Association members and officers including 5.1.1 and 5.1.2 are as follows: KEA President, Vice-President, Grievance Chair, Building Representatives, and Professional Negotiation Team members.

- 5.1.2.1 Student Times – High School and Middle School student arrival and departure times will be as per Schedule B-1.

Article V (continued)

- 5.1.2.2 Preparation Period – The preparation period for secondary teachers shall be devoted to working with individual students, planning for classes and school and classroom related work.
- 5.1.3 Last Day Dismissal – Dismissal time, on the last day of the school year, for each teacher shall be as per the designated work hours on the school calendar.
- 5.2 Lunch Periods – All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 30 minutes. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 40 minutes.
- 5.3 Elementary Relief Periods and Inclement Weather Dismissals - Elementary teachers shall be granted two 15 minute duty-free relief periods, except during days of inclement weather, to correspond with the children’s recess periods. On days of the inclement weather, elementary teacher dismissal time will be after all children under their supervision are out of the building.
- 5.4 Meetings and Departure Time
 - 5.4.1 P.M. Departures - Afternoon departure time will be as per Schedule B-1 except on days when faculty, in-service, parent conferences and curriculum meetings are held. It is agreed that up to three (3) days a month will be set aside when faculty, in-service, parent conferences and curriculum grade level meetings can take place and that teachers can be expected to stay one (1) hour when said meetings are scheduled. It is also agreed that, through majority vote by each building’s faculty, these monthly meetings can be scheduled before school.
 - 5.4.2 Required Attendance - Each teacher is required to attend each faculty meeting as referred in 5.4.1 above unless he/she is excused by the principal. Additionally, each teacher shall be required to attend up to two (2) of the following (unless excused by the principal); PreK-8 Open House, PreK-8 Activity Night, 9-12 Dance, PreK-12 Holiday Programs, Winter/Spring Programs, 9-12 Drama Nights, 4-12 Athletic Events, Band Concerts, Choir Concerts, Community Pride Festival, 9-12 Meet the Rockets, 6th Grade Camp, Parent/Teacher Group Meetings, PreK-5 School Carnival, Awards Assembly, High School Graduation, or any other evening or weekend activity approved by the building principal.
 - 5.4.3 Early Dismissal – Teachers shall be allowed early dismissal (when their students have left their care) on Holidays, or prior to scheduled days off (does not include non-holiday weekends) as per the school calendar.

Article V (continued)

- 5.5 Recess Supervision (K-5) - Recess supervision shall be assumed by teachers in each building as a paid responsibility. If there is no individual volunteer for recess supervision, it shall be rotated among those teachers within the building and the compensation divided equally among them. Or, at the discretion of the building administrator, recess duty may be assigned to the least senior teachers for compensation.
- 5.6 Noon Hour Supervision (6-12) - Noon hour supervision may be assumed by teachers as a paid responsibility in each building on a voluntary basis. If there is no individual volunteer for noon supervision, the administration may assign the responsibility to the least senior teachers or provide qualified supervision from outside the teaching ranks.
- 5.7 Changing Student Day - Arrival and departure times for teachers may be adjusted by up to thirty (30) minutes to accommodate a different school structure or transportation schedules. Student arrival and departure time may be adjusted in accordance with changes in the teachers work day. Input on proposed changes in schedule shall be requested of the K.E.A. and schedule changes will be announced thirty (30) days prior to implementation and the start of a semester. It is clearly understood that the total daily teacher or instructional time will not be increased or decreased without the direct involvement (committee representation mutually agreed upon by KEA President and Superintendent) and expressed written consent of the K.E.A. and the Board. Teacher arrival time will not be required prior to 7:40 a.m.
- 5.8 Unscheduled School Closings
- 5.8.1 In accordance with Section 101 of the School Aid Act, teachers need not report to work on days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics, mechanical failure, or health conditions as defined by the city, county or state.
- 5.8.2 It is further agreed that the Association and the Board will accept current state language as it deals with days of school lost because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, mechanical failure, or health conditions as defined by the city, county, or state.
- 5.8.3 Teachers will not be required to make up days excused by the State of Michigan in article 5.8 of this agreement. If days of instruction lost exceed the States allowable limit, teachers will be required to report for work.
- 5.8.4 The cancellation and/or rescheduling of days under Section 5.8 shall not result in a loss or gain of salary to the teacher.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

6.1 Secondary Work Load

6.1.1 Middle School - The normal teaching load for full time staff will be seven (7) class periods with one individual preparation period i.e. teach 6 out of 7 periods.

6.1.2 High School - The normal teaching load for full time staff will be six class periods with one individual preparation period, i.e. teach 5 out of 6 periods. A teacher may volunteer to teach a zero hour before or after the regular school day schedule. If a teacher volunteers for a zero hour, the balance or previous schedule of their day would be consecutive periods. No teacher will be assigned a split schedule unless they agree or volunteer for the assignment.

6.1.3 Discovery High School – The normal full time staff will be seven class periods with one individual preparation period, i.e. teach 6 out of 7 periods.

6.2 Assignment to Major or Minor Field – Teachers shall not be assigned, except temporarily and for good reason outside their major or minor field of study. Teacher assignments will meet the NCLB or current definition of Highly Qualified Teachers.

6.3 Specific Assignments - The building principal is ultimately responsible for scheduling and assignment of personnel as recommended by the Superintendent to the Board of Education.

6.4 Extra-Duty Assignment - Teachers will be notified in person or by certified mail, return receipt requested, of the termination of extra-duty assignments by June 30. Otherwise, teachers will retain their positions unless circumstances arise necessitating the elimination of that position. Teachers who do not intend to perform the extra-duty assignment for which they are currently under contract shall notify the Superintendent by May 20th.

6.5 Change in Grade or Subject Assignments - The administration will make its best effort to inform teachers of changes in grade and subject assignments at least thirty (30) calendar days prior to the beginning of each semester. Changes will be voluntary to the extent possible.

Article VI (continued)

- 6.6 Job Share – Before two (2) teachers are permitted to share one position, a “Job Share Agreement” will be written that outlines all conditions of the arrangement. This agreement must be approved by the teachers involved, the Kelloggsville Education Association, and the Board of Education as per Appendix E.

ARTICLE VII

TEACHING CONDITIONS

7.1 Class Size – The parties recognize that the availability of optimum public school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and Board. It is acknowledged that the primary duty and responsibility of the teacher is to help students learn and that organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

7.1.1 Elementary (Pre K-5 or Pre K-6 Self Contained)
Class size in the elementary shall be as listed below:

| <u>GRADE</u> | <u>MAXIMUM</u> |
|------------------|----------------|
| Young 5's-K | 22 |
| 1-2 | 24 |
| 3-4 | 26 |
| 5 | 28 |
| 6 Self Contained | 28 |

7.1.2 Secondary (7-12)
Class size in the secondary shall be as listed below:

| | |
|-------------------------------|-----------|
| Language Art | 29 |
| Senior Composition | 25 |
| Social Studies | 29 |
| Mathematics | 29 |
| Science | 29 |
| Foreign Language | 29 |
| Business | 29 |
| Industrial Arts/Tech | 24 |
| Living Skills/Learning Powers | 29 |
| Art | 29 |
| Physical Education | 38 |
| Health | 29 |
| Computers | 29 |
| Middle School Vocal Music | unlimited |
| High School Choir | unlimited |
| Instrumental Music | unlimited |
| Drafting/Technology | 26 |
| Alternative Ed/Discovery | 26 |
| Strength & Conditioning | 29 |
| NovaNet | 30 |

Article VII (continued)

- 7.1.3 Physical Limits – At no time shall a class exceed the physical limits of the classroom, lab facility, or number of workstations available and equipped for students.
- 7.1.4 Overload Relief (See Schedule A-5) – The compensation provided below begins with the first student over the maximum listed.
- 7.1.4.1 Any traditional elementary class enrolling students in excess of the total number allowed for the grade in question shall be reimbursed by the Board per attendance days. Specials/Electives per 30 minute section enrolling student in excess of the total number allowed shall be reimbursed by the Board.
- 7.1.4.2 A secondary class enrolling students in excess of the number of students per class period, that is each class period a student's name is carried on the roll for that class.
- 7.1.4.3 Any special education class enrolling students in excess of the State of Michigan guidelines shall be reimbursed by the Board. The amount of reimbursement shall be based on the IEPC of the student causing the overage.
- 7.1.4.4 Reimbursement for excess membership under the terms of this Article shall be made subsequent to the end of the semester. The excess membership count shall start after the second week of the first semester. For one-semester classes in secondary, there shall be a two week adjustment period the second semester. During the adjustment period, excess membership shall not be compensated for and the building principal is to confer with the teachers and make class or room adjustments. For those classes not adjusted, the reimbursement will be made retroactive to the first week of school.
- 7.1.4.5 Overage payment will be waived for the amount of time a paraprofessional is assigned to the classroom.

7.2 Experimental Class

- 7.2.1 The Board has the authority and right upon consultation with the Association to approve modifications, adjustments or changes in teaching conditions for experimental classes including new technological and innovative approaches in educational programs.

Article VII (continued)

- 7.2.2 The parties recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class.
- 7.3 Equipment and Maintenance – The Board agrees at all times to keep the schools equipped and maintained. Any teacher requesting repair must describe the desired repair in writing and submit to his/her building principal.
- 7.4 Staffing Facilities – The Board shall make available in each school, a lunchroom, restroom, and lavatory facilities exclusively for staff use and at least one room reasonably furnished, which shall be reserved for use as a staff lounge.
- 7.5 Electronic Communication – Telephone facilities shall be made available to staff for their professional use. Long distance calls of a personal nature should not be charged to the school phone. Computers provided to teachers by the district should be reserved for professional use and not to be used for promoting personal enterprise. Any school computer is subject to the Technology Use Agreement as per Appendix H. Personal cell phones and/or pagers should not be used during instructional time. Internet and e-mail will be governed by Board guidelines.
- 7.5.1 As per state law; elementary teachers must take attendance at the beginning of the day in the AM and immediately after lunch in the PM. Secondary (6-12) teachers must take attendance at the beginning of every class period. If electronic attendance reporting is not accessible, a written form is acceptable, electronically followed up on as soon as possible. Printed and signed attendance verification sheets shall be turned in every Monday by 4:00 PM. Secondary teachers will have grades posted weekly on PowerSchool no later than 4:00 PM every Monday.
- 7.6 Absence/Loss of Pay – Each teacher’s contractual time shall be the number of Teacher Attendance Days established in Schedule B, attached to and incorporated in this Agreement. When a teacher is absent from his/her duties, and this absence is not allowable under the leave policy, said teacher shall have deducted an amount determined by dividing the contractual salary by the number of Teacher Attendance Days multiplied by the number days absent. The Association shall be notified of all reductions in pay.
- 7.7 Partial Day Absence – If it shall be necessary for a teacher to come in late or leave during the morning or afternoon within provisions of Article XI of this Agreement, he/she shall be charged by dividing the instructional day by 7.5 hours and charging the sick leave accordingly. If the absence is not covered by the sick leave policy, he/she shall be deducted in the same manner.

Article VII (continued)

- 7.8 Travel Between Buildings – Any teacher required to travel between buildings as part of his/her contractual assignment shall be reimbursed at the IRS rate posted on September 1 of that contract year. All travel will be reimbursed at that rate from September 1 through August 30.

ARTICLE VIII

PROFESSIONAL QUALIFICATIONS

8.1 Teacher Certification Responsibility

8.1.1 All instructional personnel shall possess teaching certificates that legally qualify them for the work to which they are assigned. All teachers of core academic subjects must be highly qualified per federal law (NCLB). Core subjects include English, reading, language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (NCLB Section 9101) The acquisition of such certificates and keeping them up-to-date is the responsibility of the teacher. Teachers shall be responsible for their own professional development hours as required by law.

8.1.2 All teaching certificates shall be duly recorded with the Superintendent. If by March of the current year, a teacher is not in possession of a certificate to teach that is valid for the next school year, his/her position will automatically be declared vacant and the Board will be expected to fill the position with a properly certified teacher.

8.2 Bachelor's Degree Required – No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.

8.3 Vocational Certification – When the District newly employs teachers for vocational teaching positions which are eligible for federal or state reimbursement, said teachers shall hold certification that enables the district to qualify for such findings.

ARTICLE IX

VACANCIES AND PROMOTIONS

- 9.1 Posting Vacancies – Whenever a vacancy in any position of this unit in the district shall become known during the school year the Board shall publicize the same by giving immediate written notice of such vacancy to the Local Association, and the Board shall be responsible for providing appropriate posting in each school building. No vacancy shall be filled, except in case of emergency, until such vacancy has been posted for at least five district work days. Those on the staff who have given previous notice in writing of a desire to change assignment shall be given first consideration in filling the vacancy. All known teaching vacancies shall be posted before the end of the school year. Notification of all teaching vacancies shall be available by electronic email to all district staff.
- 9.2 Filling Vacancies – Any teacher may apply for any vacancy. Any core academic subject teacher must meet NCLB, Schedule D or current requirements of Highly Qualified Teachers. In filling such vacancy, the Board shall give due weight to the professional background and attainments of all applicants and the length of time each has been in the school system.
- 9.3 Part to Full Time – Any part time teacher, who elected to have a part time position in the past, will be given preference when applying for vacant full time positions for which they are qualified, and for which there is no qualified person on layoff.

ARTICLE X

TRANSFERS

- 10.1 Involuntary Transfer – Transfers of teachers may be disruptive of the educational process and could interfere with high teacher performance. The Board shall recognize that unrequested transfers of teachers shall be avoided whenever possible. Reasons for, but not an inclusive list, for transfers may be quality of service, qualifications, certification, NCLB standards, competency for a new assignment, declining enrollment, district finances, layoffs, and the teacher's professional qualities as they relate to students, parents, administrators and other teachers. When a transfer is necessary, the teacher shall be notified in person as soon as possible by the immediate supervisor. No email regarding transfers or staffing changes will be sent until all individuals involved in the transfer have been notified in person. All transfer notifications will take place the same day in all buildings. The administration will make its best effort to give all notifications on the same day. The Association shall be notified of that transfer date.
- 10.2 Administrative Rights – Any teacher who shall be transferred to supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had prior to such transfer, and time served in supervisory position shall be credited as time taught for placement on the salary schedule. An administrator who transferred from a teaching position while a member of the Kelloggsville Education Association who wishes to return to a teaching position may do so. If there is no vacancy for which he/she is better qualified (by experience and academic background), he/she shall return to his/her original position within the seniority the individual had accrued as a member of the Kelloggsville Education Association and qualifications listed in Article XIX.
- Anyone hired to a supervisory or executive position prior to August 24, 2001 will continue to accrue full seniority within the Kelloggsville Education Association bargaining unit. Those hired after this date will abide fully by the current language of Article X paragraph 10.2.
- 10.3 Teacher and Association Involvement – When transfers are to be made, a conference with the teacher concerned shall be held with the Superintendent or his/her designee. The reason for the transfer shall be reviewed. The Superintendent shall place the transfer on the Board of Education Personnel Report. After the Board approves the transfer the Superintendent shall send a copy of the report/and or a letter to the Association and the transferred teacher. The Administration shall make its best effort to notify the teacher and Association at least 15 district working days.

Article X (continued)

- 10.4 Transfers Due to Changes in Enrollment – When teachers are to be transferred for reasons of decreased or increased enrollments, consideration shall be given to NCLB or current requirements, certification, qualifications, length of service, and past performance. When a transfer is necessary, the teacher shall be notified as soon as possible by the immediate supervisor face to face. All transfer notifications will take place the same day in all buildings. The administration will make its best effort to give all notifications on the same day. The Association shall be notified of that transfer date.
- 10.5 Transfer Requests – The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Local Association. (The written request for transfer must be to the Superintendent by March 01.) The application shall set forth the reasons for transfer, the school, grade or position sought, the applicant's academic qualifications, NCLB or current requirements being met. Transfer requests shall be renewed annually by March 01 to assure consideration by the Board.

ARTICLE XI

LEAVE POLICY

11.1 Days and Use – At the beginning of each school year the Board shall credit to each teacher, twelve (12) paid leave days, three (3) of which shall be personal business days. These days are to be used for reasons of illness, injury, bereavement, personal business, and/or other approved reasons. The unused portion of these leave days granted at the beginning of each school year shall accumulate from year to year without limitation. Leave days shall not be charged when an unscheduled school cancellation occurs.

11.1.1 Uses of Paid Leave Day Are as Follows:

- 11.1.1.1 Personal illness or injury which renders the teacher temporarily unfit for service. (chargeable)
- 11.1.1.2 Personal Business (chargeable)
 - 11.1.1.2.1 The leave is for the purpose of conducting personal business which is not practical to transact during regular teaching hours.
 - 11.1.1.2.2 Unacceptable use: Recreational activities, rendering services, other employment, first or last day of school, first working days preceding or following a vacation period or holiday, days parent-teacher conferences are held and in-service/professional development days. (Exceptions may be made at the discretion of the Superintendent.)
 - 11.1.1.2.3 Notification, in writing, should be made to the building principal who will forward it to the Superintendent. Notification must be made five (5) working days in advance of the anticipated absence. In case of emergency the five days may be waived by the Superintendent, however, notification should be done as soon as possible.
 - 11.1.1.2.4 No statement of reason is necessary for any personal days.

Article XI (continued)

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

11.1.1.4 Bereavement

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

11.1.1.4.2 Maximum leave of five (5) days for each occurrence of death of:

IMMEDIATE FAMILY

| Not Chargeable | Chargeable |
|-----------------------|--------------------------------|
| Spouse | Mother-in-law |
| Parent | Father-in-law |
| Child | Grandparent |
| Stepchild | Sister-in-law |
| Grandchild | Brother-in-law |
| Brother | Daughter-in-law |
| Sister | Son-in-law |
| Step-parent | Any other persons in household |
| | Niece |
| | Nephew |
| | Aunt |
| | Uncle |
| | Cousin |

11.1.1.5 Other Paid Leaves (not chargeable)
 Superintendent approved visitations to other schools, conferences, or conventions.

Article XI (continued)

11.1.1.6 Jury Duty / Testimony

11.1.1.6.1 A teacher called for jury duty or to give testimony before a judicial tribunal shall be compensated for the difference between the salary and the compensation received for the performance of such obligation. Compensation from the court for mileage and meals shall not be included in the above.

11.1.1.6.2 Time spent on jury duty shall not be chargeable against a teacher's leave allowance provided such service was not volunteered by the teacher.

11.1.1.7 Exceptions - Exceptions to the above paragraphs 11.1.1.1 through 11.1.1.6 can be made by the Superintendent for additional leave and shall not be subject to the grievance procedure.

11.1.1.8 Bonus Leave Days

| Chargeable Leave Days Used in Previous Year | Bonus Leave Days Granted Annually |
|---|-----------------------------------|
| None (0) | Two (2) |
| One (1) | One (1) |

11.2 Accumulation / Long Term Illness – Each teacher shall be entitled to an accumulation of the unused portion of each year's leave without limitation. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for up to the remainder of the school year renewable by the Board upon request of the teacher. Upon return from leave, a teacher shall be assigned to his/her former position or to one of comparable status.

11.3 Child Care Leave

11.3.1 Under the Family Medical Leave Act of 1993 (FMLA), each employee is entitled to twelve (12) weeks of unpaid, job protected leave each year for specified family and medical reasons. (See Appendix H)

11.3.2 Use of Accumulated Leave (chargeable): Use of paid leave days allowed shall equal twenty (20).

Article XI (continued)

11.3.3 The amount of accumulated leave that a teacher uses may be extended by providing the Superintendent with a doctor declaration of medical and/or disability reasons related to the birth of the child that make the teacher unable to fulfill the job duties.

11.4 Educational/Travel/Teacher Exchange Leave – Any tenure teacher shall be granted a one year leave without pay, benefits and increment, upon request for the purpose of educational experience or travel. An additional year may be granted. A teacher upon return from this leave shall be restored to his/her former position or to one of comparable status. Requests for such leave shall be made by March 1 and such leaves may be limited by the Board to three per school year. Leaves shall be granted in order of request to the Board. This in no way is intended to limit the power of the Board to grant additional leaves under this provision. Exceptions may be made by the Superintendent to grant additional leave.

A tenure teacher may apply, by March 01, to the Superintendent for leave to participate in a recognized teacher exchange program. The teacher may be absent from his/her regular teaching duties for one semester. The teacher that is replacing the Kelloggsville teacher must be able to speak English, be qualified and certified, and meet NCLB standards. The visiting teacher shall be assigned to the KPS teacher's assignment and not be transferred to another position. The district shall not make accommodations, financially or personal, for the exchange program to be implemented. The KPS teacher on Exchange will receive the scheduled benefits, salary, and increment as long as the non-KPS exchange teacher is at no cost to the district. If the Exchange program is unable to provide an adequate replacement and the district is required to financially provide for a qualified replacement, the KPS Exchange teacher will not receive benefits, salary, or increment while on leave.

11.5 Association Leave – A teacher who is an officer of the National Education Association, Michigan Education Association, or the Kent County Education Association who is appointed to its staff, upon written application to the Superintendent, may be given a leave of absence for one year without pay, benefits, or increments and leave allowance. A teacher upon return from this leave shall be restored to his/her position or to one of comparable status. Each teacher on any leave for one semester or longer must give the Board written notice sixty (60) days prior to the beginning of the semester of return that he/she would like to return to employment. Upon written application, the length of this leave may be extended at the discretion of the Board.

Article XI (continued)

11.6 Career Exploration Leave – A tenure teacher shall be granted a one year leave of absence without pay, benefits, or increment for the purpose of career exploration. A teacher upon return from this leave shall be restored to his/her position or to one of comparable status. Requests for such leave shall be made by March 1 on a first to apply basis. The number of persons given career exploration leave, in any year, shall not exceed one person or one percent of the total number of instructional employees.

11.7 Seminars, Training, and Educational Conferences

11.7.1 Applications/Selection and Compensation

11.7.1.1 If approval is granted by the Superintendent, conference or seminar registration fees, meals that are a part of the conference, cost of substitutes, mileage, and the salary of the teacher shall be paid by the Board. Mileage shall be determined from the teacher's assigned building to the conference or training site.

11.7.1.2 Conferences and/or training outside the school day will be compensated at the rate as described in Schedule A-3.

11.7.1.3 Eligibility to attend such meetings shall be based upon professional interest and leadership as determined by the Superintendent.

11.7.1.4 The attending employee shall file a report on the activities of the seminar or conference with the Superintendent.

11.7.2 Understanding - It is specifically understood that this section does not apply to meetings of an organizational nature sponsored by the KCEA/MEA/NEA.

11.8 Kelloggsville Education Association Leave (Paid)

11.8.1 The Board will provide up to a total of fifteen (15) days per year for use by the Kelloggsville Education Association President or his/her designee for Local Association business.

ASSOCIATION LEAVE GUIDE

Flexibility used and guided by the Local President

| USES | NUMBER OF DAYS |
|---------------------------------------|---------------------------------|
| President / Varied | Four (4) |
| Representative Assembly | Two (2) |
| New Leader Training | Three (3) |
| Lobby / Legislative | One (1) |
| Negotiations / PR Conference | None (0) – Two (2) |
| Mentoring by President or designee | Two (2) One (1) per semester |

11.8.2 The application for such days will be processed through regular leave day procedures.

11.8.3 No teacher shall exceed three (3) days a year with the exception of the Kelloggsville Education Association President.

11.8.4 There will be no deduction from the leave day accumulation for days used. It is understood that the daily rate of the substitute teacher shall be reimbursed by the Kelloggsville Education Association to the Board of Education.

11.8.5 Exceptions may be made by the Superintendent to grant additional leave.

11.9 Leave for Public Office – The Board may grant a leave of absence without pay, benefits, or increments and leave allowances to any teacher to serve in a public office. Each teacher on any leave for one semester or longer must give the Board written notice sixty (60) days prior to the beginning of the semester that he/she would like to return to employment. A teacher upon return from this leave will be restored to his/her former position or to one of comparable status.

11.10 Sabbatical Leave – Upon application of qualified personnel, the Superintendent, after discussion with the applicant, may make a recommendation to the Board of Education and the Board may grant a sabbatical leave to a contract employee who has been employed at least seven years, and who has not had a sabbatical leave during the seven years immediately preceding. The teacher shall be responsible for making the appointment for the aforementioned conference. The leave granted shall not exceed two semesters and shall be for the purpose of study (and for such other purposes) as approved by the Board of Education.

Article XI (continued)

- 11.10.1 Compensation - A teacher on sabbatical leave shall receive as compensation during the period of absence one-half of his/her regular scheduled salary and one-half of his/her normal insurance premium paid by the school. Compensation shall be paid at the same time as to other teachers of his/her professional rank. A teacher on sabbatical shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he/she should have received were he/she occupying his/her regular assignment.
- 11.10.2 Limits - The number of persons given sabbatical leave, in any year, shall not exceed one person or one percent of the total number of instructional employees. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:
- 11.10.2.1 The estimated value of the plan to the individual and to the school system.
 - 11.10.2.2 The amount of seniority.
 - 11.10.2.3 The length of time since the last sabbatical leave.
 - 11.10.2.4 The program to be pursued shall be a degree program related to his/her teaching assignment.
- 11.10.3 Reporting All Compensation - A teacher on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustments for foreign service, research, or other expense in connection with the project. The total compensation for his/her studies shall not exceed the salary he/she would have received on the regular salary schedule or his/her sabbatical compensation shall be reduced a proportionate amount.

11.10.4 Return Commitment

| Length of Leave | Service Commitment |
|------------------------|---------------------------|
| Two (2) semesters | Four (4) years |
| One (1) semester | Two (2) years |

The teacher who fails to return to the system for the agreed upon amount of time after the completion of his/her sabbatical leave shall refund the compensation paid to him/her while on sabbatical on a prorated basis.

Article XI (continued)

- 11.11 Absence Due to Injury on the Job - A teacher who suffers injury while actively engaged in his/her school duties will decide whether they are to be compensated in accordance with regulations and policies established by the State of Michigan. The first ten days following the injury will not be deducted from sick leave.
- 11.12 Leave Bank - A "leave bank" has been established and shall be administered according to the following guidelines.
- 11.12.1 The "leave bank" shall include teachers.
- 11.12.2 Teachers shall be asked if they desire to contribute one day of leave to the "leave bank" by filling out a mutually agreed upon form for same.
- 11.12.3 Whenever the balance of leave days in the "leave bank" is exhausted, teachers shall again be contacted for a contribution of one day.
- 11.12.4 The Central Office shall maintain a record of those who have contributed leave days to the "leave bank" and of withdrawals from the "leave bank".
- 11.12.5 The Central Office shall notify the teachers of the leave bank status at the beginning of each school year.
- 11.12.6 Withdrawals from the "leave bank" may be made only by teachers who have obtained tenure and fifteen days accumulated leave. Once a teacher has benefited by or participated in the "leave bank" he/she will remain in the "leave bank" by continuing to contribute three days per year. When requested to do so newly eligible teachers must contribute a day in order to participate in the "leave bank".
- 11.12.7 The committee composed of the Superintendent, Building Principal, Association President and two representatives from the Kelloggsville Education Association Board of Directors, has the full authority to grant no more than 50 days per year to be used by all teachers.
- 11.12.8 In special cases, upon unanimous decision of the committee and with the approval of the Board of Education, additional days can be granted.

Article XI (continued)

- 11.12.9 Withdrawals from the “leave bank” may be made only after the teacher has entirely used up his/her accumulated leave.
 - 11.12.10 After due application for the withdrawal, withdrawals must be approved, on a mutually agreeable form, by a committee. Three affirmative votes from the above five committee members shall constitute approval of the withdrawal. The committee shall determine if the purpose of withdrawal is valid, and the number of days that may be withdrawn in each case. In all cases, the decision of the committee is final and is not subject to the grievance procedure.
 - 11.12.11 “Leave bank” days shall be paid at the rate of a member’s per diem rate.
 - 11.12.12 Exceptional cases may be considered by the committee and their decision shall be subject to the approval of the Board of Education.
 - 11.12.13 The balance of leave days in the “leave bank” shall be carried over from year to year.
- 11.13 Additional Leaves - The Board may grant additional leaves without pay, benefits and increment at its discretion. Leaves granted without pay may require the teacher to reimburse the district for substitute teacher costs.

ARTICLE XII

THE INSTRUCTIONAL POLICY COUNCIL

- 12.1 Composition – There is hereby established an Instructional Policy Council which shall be composed of:
- 12.1.1 One or more teachers from each building selected at the first building meeting.
 - 12.1.2 An elementary Principal.
 - 12.1.3 A middle school Principal.
 - 12.1.4 A high school Principal.
 - 12.1.5 A central office Administrator.
 - 12.1.6 Two parents appointed by the Superintendent.
 - 12.1.7 Two high school students
 - 12.1.8 A support staff representative
 - 12.1.9 A Board of Education member (optional)
- 12.2 Meeting Schedule – The council shall determine its meeting dates and hours.
- 12.3 Chairperson / Secretary – The chairperson of the council shall be the Superintendent, or designee, and the secretary shall be an administrator.
- 12.4 Responsibilities – The council shall have responsibility for:
- 12.4.1 Providing input on staff development program for the professional staff.
 - 12.4.2 Providing input on the review of curricular programs and making recommendations for modifications.
 - 12.4.3 Development and coordination of innovative educational programs which are approved by the Board upon recommendation of the council.
 - 12.4.4 Recommending the purchase of textbooks or curriculum.

Article XII (continued)

12.4.5 Initiating such committees and task forces as it deems advisable and giving:

- 12.4.5.1 Specific charges.
- 12.4.5.2 Progress schedule.
- 12.4.5.3 Termination date.

12.4.6 Asking the faculty members to serve on the committee of their choice.

12.4.7 IPC will function as the district level school improvement team to develop the district vision statement, mission statement, belief statement and district goals.

12.5 Board of Education Action - The Board shall undertake to act promptly by either accepting or referring back to said council for further study, all recommendations made from said council.

ARTICLE XIII

PROFESSIONAL BEHAVIOR AND EMPLOYEE RIGHTS

- 13.1 Compliance With Policy – Teachers shall comply with reasonable rules, regulations and directions as adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement or the law.
- 13.2 Enforcement – The Association recognizes that abuse of such rules, regulations, directions, leaves, chronic tardiness or absence, leaving the assigned work site without permission, willful deficiency in professional performance, or other violations of professional behavior by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged deficiencies, expected correction and a reasonable period to correct the deficiencies. Alleged breaches of this Agreement and Code of Ethics of the Education Profession shall promptly be reported to the offending teacher and the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.
- 13.3 Right to Representation – A teacher shall at his/her discretion be entitled to have present a representative of the Local Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or deficiency in professional performance. When a request is made for such representation, no further action shall be taken with respect to the specific teacher until such representative of the Local Association is present.
- 13.4 Just Cause Protection – No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or any professional advantage, shall be subject to the professional grievance procedure. All pertinent change to relevant information forming the basis for the disciplinary action will be made available within 5 district working days to the teacher and the Local Association upon written request of the teacher.
- 13.5 Teacher Dress Code – All faculty and employees of Kelloggsville Public Schools serve as role models for the students with whom they work and as leaders in the community. Employees are expected to dress in appropriate professional attire that distinguishes them from students, and to follow basic rules of good grooming and personal hygiene. Exceptions may be made for the following reasons:
- Nine (9) announced dress down days, not including those associated with school related activities including but not limited to; Spirit Weeks, Field Days, etc.
 - Professional development days or days of non-student contact.

The principal or supervisor is responsible for maintaining an acceptable standard of dress for employees under his/her supervision.

ARTICLE XIV

TERMINAL LEAVE

14.0 Terminal Leave

14.1 Teachers who leave the Kelloggsville School System after five (5) consecutive years of Kelloggsville service shall be compensated for any unused accumulated leave. Accumulated leave is defined as the number of unused sick days. In order to qualify for this benefit, those retiring must give notice by March 1 and those leaving the district for reasons other than retirement by June 30th. In the event an employee leaves the district after June 30th, and submits their notification, they will receive 50% of the rates listed in Schedule A-4. If an employee leaves the district after 01 August through the current school year they will receive 25% of the rates on Schedules A-4. Payment for all accumulated leave days shall be at the highest rate achieved and as per notification requirements at the date of severance.

14.1.1 The compensation rates are listed in Schedule A-4.

14.2 Retirement compensation will be made for service years in the district. Terminal leave payment will be paid upon retirement under the Michigan School Retirement Laws, provided the teacher has been employed in the Kelloggsville district for 10 years. Payment for all accumulated years of service shall be at the highest rate achieved and as per notification requirements at the date of severance.

14.2.1 The compensation rates are listed in Schedule A-4.

14.3 Retirement Notice – In the event of a retirement, notice must be given by March 1 in order to qualify for the provisions in 14.1 and 14.2 unless given special permission by the Board of Education.

14.4 Death of Teacher – In the case of a death of an eligible teacher, under 14.1 and 14.2, all benefits will be paid to the teacher's estate/beneficiary.

ARTICLE XV

INSURANCE PROTECTION

- 15.1 The Board agrees to provide insurance coverage for each teacher as stated in Schedule C, attached to and incorporated in this Agreement.

ARTICLE XVI

TEACHER EVALUATION

- 16.1 Philosophy – The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the procedure as stated in the appendix shall be followed.
- 16.2 Personnel Files – A teacher shall have the privilege, upon request, to review the contents of his/her own personnel file in the presence of an administrator.
- 16.3 Open Observation – All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 16.4 Evaluation Forms – The forms (see Appendix B, C, D and E) will be subject to renegotiations at the request of either party during the term of the Agreement.

ARTICLE XVII

STUDENT TEACHING

17.1 Compensation from Colleges / Universities

17.1.1 Any compensation received will be donated to the Kelloggsville Public Schools Alumni Scholarship Fund.

17.1.2 The KEA will be notified, in writing, about the amounts received and donated to the Alumni Scholarship Fund.

17.2 Assignment – In all cases, the assignment of student teachers to tenure teachers or one with four years teaching experience, must be approved by the building principal.

ARTICLE XVIII

PROTECTION OF TEACHERS

- 18.1 Responsibilities and Special Assistance for Students – The parties recognize that it is the duty of teachers and administrators to maintain control and discipline on the school site. The parties recognize that the Administration and Board have the responsibility to give complete support and assistance to teachers in this respect. When in the opinion of the principal and the teacher, a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will, after having received a written referral from the teacher, take reasonable steps to relieve the teacher of sole responsibility with respect to such pupil.
- 18.2 Board Support – In the event of legal action against a teacher as a result of any proper action taken by the teacher against a student, the Board will provide counsel for the teacher's defense.
- 18.3 Time Lost – Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's leave allowance.
- 18.4 Assault – Any case of assault by a student upon a teacher in or out of school or by a third party if it occurs in school or at a school function shall be promptly reported to the Superintendent and KEA President. The Superintendent and KEA President shall meet with the teacher to assess the extent of the assault to advise the teacher of his/her rights and obligations with respect to such assault and when/if necessary make available legal counsel, counseling, time off with pay, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- 18.5 Complaints – Specific complaints concerning a teacher which are directed to an administrator shall be promptly called to the teacher's attention.

ARTICLE XIX

REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICT

- 19.1 Successor Agreement – To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- 19.2 Seniority List – The district shall prepare and present to the Association annually by December 01 a current seniority list of teachers/professional staff. The Association will review the list with the teachers/professional staff for accuracy and make corrections/additions where appropriate. The list will be returned to the Superintendent by 15 January and all changes and accuracy of the list will be mutually agreed to and verified by the Association President and Superintendent signatures. Any events, after 15 January, that may change the contents of the list will be held for the next year seniority list. Said list will provide name, seniority date, length of service, certification, and note any unpaid leave time of all teachers/professional staff. Ties in seniority shall be broken by a drawing of lots, with all affected individuals, with an Association representative and an administrator present.
- 19.2.1 Errors in the list, if any, must be identified, in writing, to the Superintendent and the Association President after 01 December and prior to 15 January. If no errors are presented, the list shall be deemed to be accurate.
- 19.2.2 Seniority in the district shall be based upon length of employment in the school district. The seniority date shall be the date on which the original written contract is signed. Length of service shall be computed for the years worked in the district. Time on layoff, unpaid leave, sabbatical, career exploration, and child-care leave (of at least a semester in duration) will not count as accruing seniority. This time won't increase the years of service or seniority but will freeze the time accumulated while not employed or working in the district. Part-time employment shall not interrupt years of service and shall not be pro-rated.
- 19.2.3 It is hereby agreed that probationary teachers that work in the district for a period of time, less than the time needed for the attainment of tenure, shall stay on the seniority list equal to their employment at Kelloggsville. For example, if a teacher fills in for one year he/she shall stay on the seniority list for one year and then be dropped from the list.

Article XIX (continued)

19.3 Layoff

19.3.1 Should substantial changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board shall retain those teachers that meet NCLB or current requirements, certification and qualifications of the assigned position, and seniority in the district. Teachers shall be given sixty (60) calendar days notice of layoff.

19.3.2 Changes in a laid-off teacher's certification after the beginning of the school year shall not permit the teacher to replace a lesser seniored teacher in the position of new certification during that school year. Laid off teachers working to complete new certification(s) and/or attaining NCLB requirements will notify the Superintendent in writing by March 01 of the preceding school year.

19.4 Recall – The Board and the Association agree that should an increase in the staff become necessary, the following steps will be followed in recalling teachers.

19.4.1 Seniority and Certification - Should changes in the student population or other conditions make necessary an increase in the number of teachers employed by the Board, the Board shall recall teachers on layoff in the order of NCLB or current requirements, certification and qualifications of the assigned position, and seniority in the district. No new teachers shall be employed by the Board while there are certified and qualified teachers of the district on layoff.

19.4.2 Qualifications

19.4.2.1 For positions outside the core areas, as defined by NCLB and Schedule D or current law, possessing at least eighteen (18) semester hours of academic preparation in the subject taught.

19.4.2.1.1 Teachers of special education, exploratory subjects, work experience, and prevocational/vocational subject areas shall have an appropriate current special certificate, endorsement, and/or authorization. Other subjects for which the requirements have not been established shall be approved by the State Board of Education (i.e. computer, photography, radio).

Article XIX (continued)

19.4.2.1.2 Guidance counselors or directors shall have an appropriate endorsement on his/her teaching certificate.

19.4.2.1.3 Media specialists shall have at least 15 semester hours in school library and audio-visual services, and shall be certified as a teacher.

19.4.3 Re-certification - If a teacher is certified but not qualified for a position, the teacher shall be allowed a one (1) year period within which to acquire the necessary academic preparation. Notice of intent to complete such academic preparation must be filed with the school district within sixty (60) days of the receipt of the notice of layoff. During said year, the teacher shall have the right to teach in the areas of certification and intended qualification. The teacher will be offered this opportunity if fewer than 8 credits are needed as of the start of the school year. Teacher must pass the Michigan Test for Teacher Certification (MTTC) Elementary Education test or the MTTC corresponding subject-area test by the end of the (1) one year period until full implementation of NCLB, or current law requirements.

19.5 Termination of Recall Rights – The parties agree that a teacher’s eligibility for recall shall terminate:

19.5.1 When recalled for a full time teaching position and he/she does not make himself/herself available for assignment within twenty (20) working days of receipt of the recall notice during the school year, unless under contract to another school board, or within twenty (20) calendar days of receipt of the recall notice during the summer, but prior to August 1.

19.5.2 If recall occurs for a position which is known to exist only for the balance of that school year, refusal of such shall not cause the teacher’s name to be removed from the recall list.

Said teacher will be expected to fill the vacated position for the next school year if the school district determines a position is available.

A teacher on the recall list is responsible for maintaining accurate address information with the Board.

Article XIX (continued)

- 19.5.3 In order to be eligible for recall rights after twelve (12) months on continuous layoff, the employee must notify the Board, in writing, by March 1 of each school year that he/she desires to remain on the recall list for the coming school year. Such notice shall include the employee's current address and at least one telephone number to be used in contacting the employee. In the event the employee does not notify the Board within (30) calendar days of March 1, the employee shall be considered and processed as a termination of employment from the Board. The employee shall be notified in writing of this requirement by January 1st.
- 19.6 Interview Opportunities – The Board may offer an interview to laid off teachers, from other districts, that meet NCLB requirements and are certified and qualified for the vacancy.
- 19.7 Rights to Reject Part-Time Work – It is further agreed that the refusal to accept a part-time position (part-time for this purpose means a partial contract or less than a school year) will not remove a teacher from the recall list, provided the teacher notifies the Superintendent, in writing, of his/her denial of the position within twenty (20) calendar days of receipt of the recall notice.
- 19.8 Identification for Improvement- Before identifying an elementary or secondary school for school improvement under 20 USC 6316 (b) paragraph (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final decision.
- 19.9 Recognition- A teacher that has been recognized as “highly qualified” under the ESEA by this school district or another Michigan school district shall be recognized as “highly qualified” by this school district for the duration of his/her employment in this assignment. If the rules related to “highly qualified” under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

ARTICLE XX

NEGOTIATION PROCEDURES

- 20.1 Renegotiations by Mutual Consent – This Agreement shall constitute the contractual obligations of the Board and the Association for the term of the contract. They are not subject to renegotiations except by mutual consent until March 1st of the year of expiration at which time the Board and the representatives of the teachers will begin new negotiations. This Agreement is reached in order to assure both parties to the contract of mutual respect each pay to it and that it has the unalterable effect of a binding, legal and moral agreement.
- 20.2 Bargaining Authority – In any negotiations described in 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 the parties may be executed without ratification by the Board of Education and by 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 ultimate ratification.

ARTICLE XXI

PROFESSIONAL GRIEVANCE PROCEDURE

- 21.1 Grievance Defined – Grievance is a claim by any teacher, group of teachers or the Association that there has been a perceived violation, misinterpretation causing a violation or misapplication of any provision of this Agreement. The K.C.E.A. designates the Association President or his/her designee as the agent responsible for the processing of grievances.
- 21.2 Purpose
- 21.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both the Board and the Association agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.
- 21.2.2 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 present at such adjustment.
- 21.3 Procedure (SEE APPENDIX FOR GRIEVANCE FORM)
- 21.3.1 Level I – A teacher may, within fifteen (15) district working days of the occurrence of the alleged grievance, discuss it with his/her Association representative and immediate supervisor with the object of resolving the matter informally.
- 21.3.2 Level II – If the teacher is not satisfied with the disposition of his/her grievance at Level I, he/she may file the grievance in writing and signed no later than ten (10) district working days following the discussion held at Level I to his/her principal who shall meet with the teacher and his/her Association representative. At this level the grievance must be co-signed by the Association and the teacher involved. Within ten (10) district working days of this meeting, the principal shall give the teacher and the Association, a written response to the grievance.
- 21.3.3 Level III – If the teacher is not satisfied with the disposition of his/her grievance at Level II, he/she may file the grievance in writing no later than ten (10) district working days following the disposition held at Level II to the Superintendent or his/her representative who shall meet with the teacher and his/her Association representative. Within ten (10) district working days of this meeting, the Superintendent shall give the teacher and the Association, a written response to the grievance.

Article XXI (continued)

21.3.4 Level IV – If the teacher is not satisfied with the disposition of the grievance at Level III, the aggrieved may within twenty (20) district working days thereafter transmit it in writing to the Secretary of the Board with a statement of the reasons why it is being appealed. At the next regular meeting of the Board, or at a meeting specially called for this purpose, the Board shall consider the grievance and may cause to have held a hearing thereon, may designate one or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or Board Committee shall make a final decision thereon within forty-five (45) district working days or earlier of receipt of the grievance at Level IV.

21.3.5 Level V – No individual employee shall have the right to submit a grievance to Level V.

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

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

- | (Board Names Five) | (Association Names Five) |
|--------------------|--------------------------|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

Article XXI (continued)

The names submitted by either party will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by placing the other party on written notice during the month of January in any given year or at such other times as an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve. The parties reserve the right to mutually select an arbitrator on the above referenced list or not on the list.

21.4 General Rules Governing the Arbitration Hearing

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

21.4.2 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 decision of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

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

21.6 Non-Arbitrable Issues – The following issues will not be subject to the grievance procedures arbitration provisions:

21.6.1 The non-renewal of a probationary teacher.

21.6.2 Anything for which the Tenure Act provides a remedial procedure where the teacher has elected to invoke the procedure.

21.7 Unjust Discharge – If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost, at the discretion of the arbitrator. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

Article XXI (continued)

- 21.8 Representation – Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedures.
- 21.9 Initiating Grievances at Level III – If a grievance arises from the alleged action of authority higher than the building principal, the grievance may be presented at Level III of the grievance procedure within thirty (30) district working days of the alleged grievance. The building principal shall receive a copy of the grievance from the Association. At this level the grievance shall be signed by the Association and the teacher involved. The grievance, the alleged action, and the reasons for filing the grievance shall be presented at this time.

ARTICLE XXII

MISCELLANEOUS PROVISION

22.1 Supremacy Clause

22.1.1 The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. This Agreement, within the scope of its coverage, shall supersede any rule, regulation or policy of the Board which shall be contrary to or inconsistent with its terms.

22.1.2 Nothing in this Agreement shall require either the Board or Association to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the Board and Association, in writing, and signed by representatives of the Board and Association.

22.2 Production of Agreement

22.2.1 Copies of this Agreement shall be reproduced at the expense of the Board and given to all teachers now employed or hereafter employed by the Board.

22.2.2 There shall be four signed copies of this Agreement for purposes of record; one retained by the Board, two by the Association and one for the Superintendent.

22.3 Contrary to Law – If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, determined by the court, state or federal agency of proper jurisdiction, then such provision or application shall be null and void and shall no longer be a segment of this Agreement.

22.4 Professional Study – Professional Study Committees shall be formed at the mutual request of both parties to study professional problems of mutual concern. Such committees shall be composed of members appointed by the Board and the Association.

22.5 Professional Council Meetings – A meeting of the Administration and the Association representatives, the Local Association President, a member to be chosen by the Association, Board of Directors, Superintendent, and designee, shall be held on a mutually agreed upon day each month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

ARTICLE XXIII


CONTINUITY OF OPERATION

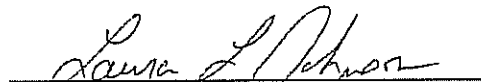
- 23.1 No Strike Clause – During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual teacher will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher’s duties of employment) for any purpose whatsoever. It is further agreed the Association will not engage and will not request any other organization to place a sanction of any form on the Kelloggsville Public Schools.
- 23.2 No Reprisals Clause – The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities by this Article.
- 23.3 Association Liability – In the event the Association or any teacher(s) or both violate the intent of this Article the Association shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any teacher involved in the violation of this Article may be subject to disciplinary action.
- 23.4 Board Liability – In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by the Association.
- 23.5 No Lockout – During the life of this Agreement, the Kelloggsville Board of Education will not “lockout” any member of the K.C.E.A. in any school of the Kelloggsville School District.

ARTICLE XXIV
DURATION OF AGREEMENT


This Agreement shall be effective upon ratification and shall continue in effect for four (4) years until August 20, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the Agreement, re-negotiation of part or all of this Agreement may take place at any time during the term of this contractual agreement.

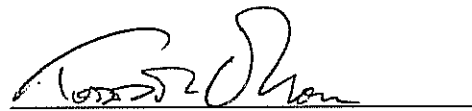
BOARD REPRESENTATIVES


Board of Education, President


Board of Education, Secretary

ASSOCIATION REPRESENTATIVES


K.C.E.A. President


K.E.A. President