MASTER AGREEMENT

2026 – 2028

KEARSLEY COMMUNITY SCHOOL DISTRICT AND THE KEARSLEY EDUCATION ASSOCIATION M.E.A.-N.E.A.

TABLE OF CONTENTS

PREAMBLE 3
ARTICLE I - RECOGNITION 3
ARTICLE II - EFFECT OF AGREEMENT 4
ARTICLE III - TEACHER RIGHTS 5
ARTICLE IV - TEACHER RESPONSIBILITIES 6
ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES 7
ARTICLE VI - JOINT RESPONSIBILITIES 7
ARTICLE VII - PROFESSIONAL COMPENSATION 7
ARTICLE VIII - ILLNESS OR DISABILITY LEAVES 10
ARTICLE IX - SICK BANK 12
ARTICLE X - ATTENDANCE INCENTIVE/SICK DAY ACCUMULATION 12
ARTICLE XI - SABBATICAL LEAVE 13
ARTICLE XII - OTHER PAID LEAVES 14
ARTICLE XIII - UNPAID LEAVES 15
ARTICLE XIV - CHILD CARE 16
ARTICLE XV - TEACHING HOURS 16
ARTICLE XVI - TEACHING CONDITIONS 18
ARTICLE XVII - UNSCHEDULED SCHOOL CLOSINGS 20
ARTICLE XVIII - VACANCIES, PROMOTIONS, AND TRANSFERS 20
ARTICLE XIX - PROTECTION OF TEACHERS 21
ARTICLE XX - GRIEVANCE PROCEDURE 24
ARTICLE XXI - INSURANCE 26
ARTICLE XXII - EXTRA DUTY COMPENSATION 28
ARTICLE XXIII - CONTRACT MANAGEMENT COMMITTEE 29
ARTICLE XXIV - TEACHER EVALUATION 30
ARTICLE XXV - MISCELLANEOUS 33
ARTICLE XXVI - DURATION OF THE MASTER AGREEMENT 35
APPENDIX A - NON CERT MOVES 36
APPENDIX B - CALENDAR 37
APPENDIX C - DPPD 38
APPENDIX D - SALARY TABLES 39
APPENDIX E - SCH B & C / EXTRA DUTY 41
APPENDIX F - LOA 49
APPENDIX G - RETIREES 52

MASTER AGREEMENT
2026 – 2028

KEARSLEY COMMUNITY SCHOOL DISTRICT

AND THE

KEARSLEY EDUCATION ASSOCIATION

PREAMBLE

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

WITNESSETH

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

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

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

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

ARTICLE I - RECOGNITION

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

B. The Board agrees not to negotiate with or recognize any teacher organization other than the Association for the duration of this Agreement.

ARTICLE II - EFFECT OF AGREEMENT

A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to, or inconsistent with its terms.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or regulations of the Every Student Succeeds Act, MCLA 380.1280 and the Michigan State Board of Education then such provision or application shall be deemed null and void except to the extent permitted by law. All other provisions or applications of this contract shall continue in full force and effect.

C. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.

D. Any individual contract hereafter executed shall be in a written format agreed upon by both parties and shall be expressly made subject to, and consistent with, the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Master Agreement, the Agreement, during its duration, shall be controlling.

E. Copies of the Agreement entitled "Master Agreement between the Kearsley Community School District and the Kearsley Education Association, M.E.A.-N.E.A." shall be printed at the expense of the Board for the negotiations team and the building representatives. The Association will pay the Board of Education at the rate as established at the time of printing for any additional copies of the Master Agreement the Association would request.

F. The Board of Education shall make available an electronic copy of this Agreement.

G. There shall be three signed copies of the final agreement for the purpose of record: one retained by the Board, one by the Association, and one by the Superintendent.

H. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement. The approved minutes of the negotiation sessions shall be used to clarify this Master Agreement.

I. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents or representatives, or by members of the bargaining units, shall be construed to constitute a continuing waiver of the right to enforce such provision.

J. This Agreement shall be binding upon the Board and its successors personnel and upon any school district into which or with which this district shall be merged or combined.

K. The calendar for each year shall be in accordance with the State Law for State Aid reimbursement and in keeping with the State-mandated Intermediate School District calendar. The parties agree that calendars for subsequent years will be negotiated and ratified by April 1 of each previous year. The calendar shall be set forth in Appendix B.

L. Each teacher and principal or designee shall be available to meet once at a mutually agreed upon time during the thirty (30) calendar days before the student report day if requested.

M. Each teacher shall also complete classroom preparations before the first student report day.

ARTICLE III - TEACHER RIGHTS

A. The Association and its members shall schedule the use of school building facilities for meetings, in accordance with Board policy. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

B. The Association shall have the right to post notices of activities and matters of Association concern on teacher boards, which shall be provided in each teacher lounge. The Association may use the district mail services and teacher mailboxes for communications to teachers.

C. In all instances in which a teacher and principal should meet, both parties have the right to request the presence of an association representative and/or another administrator. If the representative requested is from outside the building, the meeting will be held after school on that day. This time may be extended by written mutual agreement.

D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, gender, sexual orientation, marital status, or disability.

E. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that any employee covered in this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding.

F. Any complaint by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention if it is to become a matter of record.

G. If at the Elementary level as a result of a parental complaint it is proposed that a student be placed in a different classroom, prior to a final decision, both sending and receiving teachers shall discuss the pedagogical wisdom of such a move and make a recommendation to the administration.

ARTICLE IV - TEACHER RESPONSIBILITIES

A. A teacher who resigns prior to the school year shall make every effort to submit his resignation no later than August 1.

B. Any violation of responsibilities outlined in this contract shall be judged sufficient grounds for appropriate disciplinary action by the Board of Education.

C. Teachers shall be held accountable for school materials, equipment and facilities while under their supervision and shall properly store such school property in facilities provided by the school.

D. Teachers are responsible for all students within reason, what is reasonable considering proximity and awareness. Teachers need to intervene if it's anything that affects a safe and secure environment.

E. Teachers shall keep accurate records of attendance, grades and class counts and should respond in a timely fashion to reasonable requests for relevant information.

F. While working directly with students and during the instructional day, teachers shall only wear apparel that represents the Kearsley school district. This does not apply to professional teams, colleges, universities or spirit days.

G. For the duration of the Master Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or part, by members of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

H. Teachers shall be responsible to refer students who are experiencing difficulties in class.

I. The Association shall designate a teacher in each school building as the Association Representative (A.R.) to meet with the principal. The principal and A.R. shall meet at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems, which may arise. These meetings are not intended to bypass the grievance procedure.

J. Since professional development days are required by state law and the contract, teachers must attend the number required by the contract. The days must be made up no later than the last student day.

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

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES

A. It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States.

B. A handbook of current Board policies shall be made available on the district website.

C. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information as prescribed by law.

ARTICLE VI - JOINT RESPONSIBILITIES

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

B. The Board and Association shall continue to cooperate in improving the selection and use of the tools of the teaching profession.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE VII - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by the Agreement are set forth in Appendix D, which is attached to, and incorporated in, this Agreement. Such salary schedules shall remain in effect from the first teacher report day of the next school year.

B. Traveling teachers shall be compensated for driving between schools or other required points of work at the rate allowable by IRS. Mileage will be computed from the mutually agreed upon table.

C. Teachers shall have the option of a twenty-one (21) or twenty-six (26) equal pay plan through the year. The pay plans shall be continuous every other week. Direct deposit is mandatory.

D. The Board agrees to provide voluntary deductions as approved by the Board and the bargaining unit such as: annuities, charitable contributions, insurance. Such deductions, however, shall not be contrary to law.

E. The Board recognizes that each teacher shall have 5 unassigned preparation periods per week. However, in the event that an unfilled position exists in the district, the following steps will be used to cover the absent teacher.

- Fill the position with substitutes within the building on their prep period.
- Fill the position within the building with a teacher, curriculum coach, or counselor who chooses to volunteer during his/her prep period.
- Call back staff on an inservice/conference to return to the district (if possible)

At the beginning of the school year, the building administrator shall post a shared digital document of a rotation schedule to staff, which shall include load-bearing and certified non-loadbearing staff such as curriculum coaches, counselors, and administrators. Non-loadbearing staff shall have an assigned planning period for the purpose of subbing. Once all of the above options have been exhausted, the position will be filled by assigning a teacher, curriculum coach, counselor or administrator from the established schedule. The person assigned to sub will then move to the bottom of the rotation for the next occurrence during their prep hour. This process will be used to distribute the responsibilities of student coverage during a sub shortage so that the burden of coverage is shared among staff.

If a substitute is not secured and a presently employed teacher substitutes during their preparation period, they will choose to be paid either $50 per hour or one comp hour in addition to their regular salary. Teachers can earn up to one full comp day each semester, with additional hours paid out at $50 per hour.

F. Teachers may not earn comp time during their normal work day with the exception of when a teacher substitutes during his or her preparation period. In an inclusion classroom, a substitute teacher will be secured in the absence of the regular education or special education teacher. In the event that the teacher is choosing on their own not to have a substitute teacher in the room with the understanding that there will be no additional compensation provided. In addition, it should be noted that an inclusion course is NOT a special education course, but instead a regular education course in which special education students are attending with support from the inclusion teacher.

G. Elementary: If a regularly employed teacher takes a class in addition to their own for another teacher, that teacher shall be reimbursed at the premier substitute wage in addition to their regular salary. If the classes are divided between two or more teachers, they shall share the amount equally.

H. Outside service may be allowed. Prior to signing a contract, a prospective new employee shall be informed in writing that experience credit for salary purposes only may be allowed to the top step of the salary schedule. Such allowed experience credit shall not exceed actual experience. This outside service is limited to:
    1. Maximum of two (2) years military service or Peace Corps.
    2. Experience as a certified teacher.
    3. Related experience, other than teaching, limited to six (6) years.
    4. Related areas shall be determined by the Administration, limited to six (6) years.

I. Salary adjustments due to continued academic training must be confirmed by presenting necessary transcripts before October 1, or February 1, and signed “received” by the Central Office. A written request for any salary adjustment must accompany transcripts. The payment will be retroactive to the beginning of that semester.

J. To qualify for the B.A. plus 18 graduate credits, M.A. plus 15, or the M.A. plus 30, the work must be towards a higher degree and/or in the area of education for which the teacher is certified, or in their major field of study. To qualify for a particular column on Appendix D the teacher must have fulfilled the requirements for each preceding column.

K. Any teacher who dies while in the employ of the Kearsley School District during the duration of this Agreement will leave an estate settlement in the amount of his earned but unpaid salary plus payment of 50% of his accrued sick leave at his existing daily rate.

L. Each teacher who has completed at least 10 years of seniority as a teacher in the Kearsley Community Schools at the start of any school year shall be eligible for annual longevity pay* according to the chart below:

10-14 years	15-19 years	20-24 years	25+ years
$1000	$1250	$1500	$2000

For the purpose of longevity, the general education and alternative education seniority lists shall be combined. The longevity pay shall be paid on the first payroll in December. Eligible teachers who leave before the school year ends will have their longevity pay prorated. Time on unpaid leave shall not be counted as years of service.

* In order to be eligible for longevity pay, a teacher must have completed their years of seniority by December 1.

M. Part-time employees who are required to work past the scope of their assignment on in-service days will be paid equal to a substitute teacher's pay at the rate received after working five (5) days or more. For example, a teacher is paid regular wage for half-day and receives one-half of substitute pay for the other half of the day.

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

O. For seniority purposes, the teacher shall be given seniority for each day** worked. However, beginning with the 2005-2006 school year, in the case of part-time employees, seniority will be earned proportion to the pro-rated salary of the individual member's contract.

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

P. <u>Speech Pathologists (SLP)/Social Worker/Counselor:</u> It is understood that a typical SLP/Social Worker/Counselor master's program will consist of 50+ post bachelor credits. An SLP/Social Worker/Counselor whose master's endorsement is 50 credits or greater will be placed on the MA+30 pay scale.

As an SLP is also required to hold an American Speech Language Hearing Association (ASHA) certification in addition to their State of Michigan LARA license, the district will reimburse, on a yearly basis, the employee for the cost of the ASHA certificate (not to exceed $300). As the requirements for the ASHA certification are completed outside of the traditional school day, an active SLP with a current ASHA certification, will be additional compensated at the rate of $2000, payable upon the successful completion of the school year with the second pay period in June.

As a Social Worker is also required to hold a National Association of Social Work (NASW) certification in addition to their State of Michigan LARA license, the district will reimburse, on a yearly basis, the employee for the cost of the NASW certificate (not to exceed $300). As the requirements for the NASW certification are completed outside of the traditional school day, an active Social Worker with a current NASW certification, will be additionally compensated at the rate of $2000, payable upon the successful completion of the school year with the second pay period in June.

Q. In the event a teacher does not have an approved or renewed teaching certificate to begin the school year, the teacher must apply/pay for their state-issued substitute permit and will be compensated at the BA-2 daily rate until the state approved certificate is turned in and notarized at the central office.

In the case of an alternative teacher preparation program such as Grow Your Own, Talent Together, etc.; if the teacher is not able to pass the content area MTTC assessment, the teacher will be considered in the classification of long term substitute and not subject to the conditions of this agreement.

ARTICLE VIII - ILLNESS OR DISABILITY LEAVES

A. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association: such days to be used at the discretion of the Association. The Association agrees to notify the Board no less than two (2) working days in advance of taking such leave. Days six (6) through ten (10) will be purchased by the Association at the established substitute wage.

B. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance. Four (4) of the ten (10) days may be used as personal days, non-accumulative. No more than three (3) personal days may be used in a row. If a teacher desires to use four (4) personal days in a row (or any combination of including sick/comp/floating holiday), they must apply and be granted, using the “once in a lifetime” exception. The unused portion of sick days shall accumulate to a maximum of one hundred and fifty (150) days.

C. Legitimate and ethical reason for sick leave are:
    1. Illness or physical disability of the teacher.
    2. Illness and/or death in the immediate family, which shall include mother, father, mother-in-law, father-in-law, sibling, spouse, children, grandparents, spouse’s grandparents, grandchildren, brother-in-law and sister-in-law.
    3. Utilization of sick leave other than as described in this paragraph shall result in forfeiture of pay at the teacher’s Per Diem rate (see App. D) and may result in other disciplinary measures as appropriate.

D. In the event that the service of any teacher is interrupted by reason of discharge, termination, or suspension and said teacher has utilized more sick leave days than have been accumulated on a pro rata basis, then the said days shall be deducted from the Sick Bank.

E. An employee who is ill the days before and after a holiday will not be docked in pay for that day, nor will that holiday be docked from his sick days if the employee presents a statement from a doctor stating s/he was seen after work on the preceding day or the date of the absence. In the case that an employee is absent due to the illness of a member of his immediate family (as described in Article VIII, paragraph C2) the same ruling shall apply.

F. Each elementary building will be allowed to have one (1) teacher request to use a personal, floating holiday, or comp day before and after a scheduled holiday (as indicated on the approved calendar). For the secondary buildings, each building will be allowed to have two (2) teachers request time. Any teacher who is approved for the use of this day, is not eligible to request a date during the same time period the following school year. Teachers may not use a personal day, floating holiday, or comp day on a professional development day scheduled during the school year.

   An employee who is ill on a professional development day must present a statement from a doctor stating s/he was seen after work on the preceding day or the date of the absence. In the case that an employee is absent due to the illness of a member of his immediate family (as described in Article VIII, paragraph C2) the same rules shall apply.

G. Sick leave, comp days and personal days may be taken on an hourly basis. For the purpose of calculating a comp day, three (3) comp hours equates to a half day while six (6) comp hours equates to a full day.

H. Personal and comp days shall not be granted on days when there is inclement weather but when school is in session unless those days were approved in advance.

I. A teacher wishing to use a comp day after May 1st must have a day pre-approved by the building principal prior to the requested date. The principal may deny a comp day request if a substitute teacher is not secured by the requested date. Teachers may request to carry one comp day over to the next school year if not used in the current school year. Any additional unused comp time will be compensated per Schedule C.

J. Teachers must call in or post online using the district's sub finder system their unavailability for work no less than one (1) hour prior to the beginning of the school day or it will be presumed they will be present at work. (See the building Teacher Handbook for more procedures.)

K. In addition to the sick/personal days a teacher shall be granted five (5) consecutive working days in case of the death of the employee's: spouse, children, parents (including step), siblings, mother-in-law, father-in-law, and grandchildren. A teacher is also entitled to three (3) days per death of bereavement leave for deaths of grandparents, sister-in-law, brother-in-law, son-in-law and daughter-in-law. An additional bereavement day may be provided for the death of a grandparent if the service is held more than 100 miles (one way) from the district. Bereavement days may only be used at the time of death or memorial service.

L. Additional requests for leave may be approved at the discretion of the Superintendent's office and will not be considered precedent setting.

ARTICLE IX - SICK BANK

A. The Sick Bank shall be continued for teachers in the Kearsley School District. The Sick Bank shall be subject to the following provisions:
    1. At the end of each school year, Sick Bank accumulations will be evaluated. If days are in excess of an amount determined by the Sick Bank Committee, then teachers will not donate a sick day the following school year. If Sick Bank accumulations dip below the determined level, then each teacher will donate one sick day at the beginning of the school year.
    2. The Sick Bank Committee may assess a second day if needed to fund the Sick Bank. Any assessment of a second day shall be at the beginning of a school year.
    3. Teachers and the business office will be notified by the Association, prior to August 1st of each year, if a day will be donated to Sick Bank for the upcoming school year.
    4. The Sick Bank Committee shall be responsible to develop the policies of the Sick Bank and to manage the Sick Bank to avoid an inadequate balance.
    5. Supporting medical evidence shall be presented, with applications, to draw upon the Sick Bank.
    6. The decisions of the Sick Bank Committee shall not be subject to the grievance procedures by a teacher or by the Association.
    7. Sick days remaining in the Sick Bank at the end of each school year in excess of the amount determined by the Sick Bank Committee will be refunded to teachers in a matter determined by the Sick Bank Committee.
    8. Beginning with the 2026-27 school year, excess days in the Sick Bank will be refunded to teachers in a manner determined by the Sick Bank Committee; this process will continue each year until Sick Bank levels are brought down to the newly established levels.

B. The Sick Bank Committee shall be maintained by the Association.

ARTICLE X - ATTENDANCE INCENTIVE/SICK DAY ACCUMULATION

A. All days in excess of one hundred and fifty (150) will be bought back at the rate of $40.00 each, payable at the end of each school year.

B. All teachers having from 0-150 sick days shall be compensated for these days. Should the teacher submit their retirement notification to the central office prior to April 1st, the days will be paid at the rate of $80.00 per day upon retirement. If notification occurs on or after April 1st, the teacher will be paid at the rate of $40.00 per day upon retirement.

C. Transferring of Sick Days

The following criteria will apply:
1. Must be for long term care that is covered under Family Medical Leave Act (FMLA) but that does not fall under sick bank leave.

2. Teacher must have exhausted all sick leave.
3. KEA members or other non-member teachers can transfer up to a maximum of three (3) sick days (18 hours) on a voluntary basis.
4. The transfer of any sick days must be made in whole days.
5. Only those teachers with a balance of 30 sick days (180 hours) AFTER their voluntary transfer of time is made will be allowed to transfer days.
6. Once the transfer of time is made to the teacher in need, the time is not refundable, even if the time is not used by the teacher in need.
7. Voluntary donations will be anonymous.
8. Transfer of time is not retroactive.

Procedure for voluntary transfer of sick days:

1. Application will be submitted by teacher requesting voluntary transfer of sick days to KEA President(s).
2. KEA President(s) will review application and gather a list of people that want to transfer sick days (must include the number of days they want to transfer) by a specified date. KEA President(s) will compile information and submit to Personnel Secretary to determine if teachers qualify for transfer under above qualifications and then make the transfers.

ARTICLE XI - SABBATICAL LEAVE

A. Kearsley employees having four (4) or more years of service may apply for a Sabbatical Leave for professional improvement.

B. Requests for leaves shall be made by March 1 for the fall semester or October 1 for the winter semester. At the regular Board meeting following this deadline, the Board shall make decisions on all sabbatical leave applications. Leaves shall be made on a semester or year basis and may be renewable for a second semester/year at the discretion of the Board.

C. Appropriate reasons for sabbatical leave shall include but are not limited to:
   1. Study in the teacher's area of certification
   2. Study to meet eligibility requirements of certification in an area other than that held by the teacher.
   3. Study, research. or special teaching assignment involving practical advantage to the school system.

D. During the sabbatical leave, the teacher shall be under contract to, and shall be considered in the employ of Kearsley Community Schools. The teacher is not eligible for compensation but will retain full fringe benefits, providing said teacher does not utilize approved leave for gainful employment elsewhere.

E. Any teacher granted a sabbatical leave shall be obligated to return for two years of employment by the Kearsley Community Schools immediately upon expiration of the sabbatical leave. Otherwise, the fringe benefits shall be considered a grant which transitions into a loan to be repaid within six (6) months with no interest. If the district requires legal action to acquire this repayment, the teacher will reimburse the district for all legal or collections fees associated with this repayment process.

ARTICLE XII - OTHER PAID LEAVES

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

B. Requests to attend professional conferences may be granted by the Board of Education subject to the following provisions:
    1. Requests to attend such conferences must be submitted to the building principal, *electronically or* in writing, ten (10) school days in advance of the conference. This request must be approved by the Superintendent of Schools or his designee, and an answer must be given to the applicant five (5) school days in advance of the conference date requested.
    2. The principal shall be responsible for a fair rotation of teachers who will attend conferences in succeeding years.
    3. If a teacher is working in two buildings, one half day in one and one half day in the other, it must be mutually agreed between the two principals that the teacher be permitted to go.
    4. Expenses for not more than two (2) school days and one (1) evening shall be allowed at any one conference.
    5. Teachers attending professional conferences shall be paid their full salary during the approved conference days. Additional days may be allowed without payment for expenses and/or salary.
    6. Expenses shall be allowed for the following:
        a. Registration fees which are NOT a part of the dues of any organization.
        b. Mileage reimbursement to a maximum of 300 miles total at the rate allowable by the IRS *(unless district transportation is provided)*.
        c. Reimbursement for meals or banquet providing it is part of the conference.

C. A proper itemized receipt must accompany a reimbursement application unless a flat fee is granted.

D. When teachers attend conferences, whether during school time or not, and when total expenses incurred are paid by the Board, such teachers shall make themselves available for one presentation per conference at an inservice session or staff meeting during the next calendar year. Attendance at conferences shall be voluntary unless this is a necessary segment of an improvement plan.

ARTICLE XIII - UNPAID LEAVES

A. Teachers may be granted leaves of absence for any of the following reasons:
    1. Exchange teaching programs.
    2. Foreign or military teaching programs.
    3. Peace Corps.
    4. Military Duty.
    5. Child Care. (see Article XIV)
    6. Adoption. (see Article XIV)
    7. Campaigning for or serving in public office.
    8. Extended illness.
    9. Family Medical Leave (FMLA)

B. Other leave requests may be considered at the discretion of the Superintendent's office and will not be considered precedent setting.

C. When a teacher uses all of the sick days s/he is eligible to use (personal, comp, floating holiday, sick, and sick bank), the teacher must either return to work or apply for an unpaid extended illness leave pursuant to Article XIII (A) (8). If the teacher does not return or does not apply for an extended illness leave, the Board may place the teacher on an unrequested leave.

    The FMLA and its regulation shall govern all placement decisions for teachers returning from an approved FMLA leave. District Board policy shall govern all placement decisions for teachers returning from an approved leave other than a FMLA leave.

D. All requests for leaves shall be made in writing to the Superintendent or designee. Leaves for a one-year period shall be from the first teacher report day of the leave year to the day prior to the first teacher report day of the next school year. Leaves for less than one year shall begin on the day that the leave is granted and continue until the day prior to the first teacher report day of the next school year.

E. Teachers who are on a leave of absence for a one-year period may request an extension of that leave, in writing, to the Superintendent or designee. Granting of this request for extension shall be at the discretion of the Kearsley Board of Education.

F. A teacher wishing to return to Kearsley Community Schools after a leave of absence must request in writing to the Superintendent or designee such re-employment not later than March 31 of the leave year. Failure to comply with this provision shall be considered as a resignation.

G. A teacher returning from exchange teaching, foreign, or military teaching shall be placed at the same step on the salary schedule as s/he would have been had s/he taught in the district during such time period. No more than two (2) years leave experience shall be granted for military or Peace Corps service. All other teachers returning from leave shall be placed on the salary schedule corresponding to their placement at the time of leaving.

H. It shall be the responsibility of a teacher on leave of absence to advise the Superintendent or designee of any change in address during the leave period.

ARTICLE XIV - CHILD CARE

A. A leave of absence shall be granted to any teacher for the purpose of caring for a newly born child. Said leave shall commence upon request of the teacher under the following conditions:
    1. The leave may be taken for up to two semesters or any portion of two semesters from the onset of the leave.
    2. The teacher may use all or any portion of her sick leave to recover from her disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
    3. In the event of death of the object of the leave, the leave of absence may be terminated upon the request of the teacher. A doctor's statement should be provided indicating that the teacher is able to return to his position. The teacher returning under this provision shall be granted the first available position for which he is qualified and certified.
    4. For seniority purposes, the teacher shall retain all seniority rights accumulated prior to the beginning of the leave.

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

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

ARTICLE XV - TEACHING HOURS

A. The teacher's work day shall be seven (7) hours.

B. Teachers shall be at their assigned place of duty no later than ten (10) minutes before classes begin at all levels. Teachers shall be allowed to leave school after students are dismissed and buses have left the school property or ten (10) minutes after dismissal time at all levels, whichever comes first. Any compensation or time work overage will begin ten (10) minutes after dismissal, regardless of when buses leave. Compensation for overage will begin after the first week of school.

C. Mandatory staff, department, and/or curriculum meetings will be capped at ten (10) per year. The day of the meeting will be determined at the building level.
    a. No more than one meeting in a week to occur in the afternoon or morning;
    b. Not to exceed one hour in length;
    c. Additional meetings connected to stipends or voluntary actions such as student assistance team, child study, athletic coaching meetings, task force meetings, etc. are not defined as one of the ten (10) yearly meetings;
    d. Meetings will not be scheduled on Fridays, the week of parent teacher conferences, days preceding holidays or vacations, or the weeks that feature an early release/late start or full day professional development.

All early release days (six (6) in total) will be scheduled as two (2) hour meetings for PLC/MTSS purposes; these dates are noted annually on the approved calendar.

D. The Board recognizes the principle of a standard (40) hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such a standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building.

E. All teachers shall be entitled to a thirty (30) minute, duty-free uninterrupted lunch period as established in their building.

F. No teacher may leave the building during his regular working hours unless he has received approval from his building principal. The teacher shall notify the principal when s/he leaves the building during the noon hour.

G. All teachers will be scheduled for one prep period, each day, equivalent to a regularly scheduled class period. Teachers will work a seven (7) hour day and have at least fifty five (55) total minutes of prep. There are many instances where a deviation of the standard schedule must occur (testing, advisory, homeroom, field day, etc). Administration will ensure that no more than six (6) deviations will occur over a one month period. When a deviation occurs, prep time will be no less than 45 minutes (aside from a standardized testing schedule in which a minimum time is not realistic for each period).

H. The regular weekly teaching load in grades Y5-12 shall include at least five (5) unassigned preparation periods. Teachers will have an amount of preparation time equivalent to a regularly scheduled class period, which may or may not be continuous.
    1. Under no circumstances is a teacher obligated to give up their preparation time to take on an additional teaching hour. Once the additional teaching hour is agreed upon and the agreement form is signed, the teacher commits to this responsibility for the duration of the school year. However, the district has the ability to retract the 6th if enrollment numbers no longer continue to support it.
    2. Administration may ask teachers in grades Y5-12 to give up any amount of their preparation time. If agreed upon and once the agreement form is signed, teachers will be compensated at an additional amount, 1/6th at the secondary level or proportional to their current salary and per diem for teaching time added and grade Y5-5th. Teachers may have to provide documentation of the times they are teaching. Teachers who are absent for this time and who use a sick or personal day will be compensated as if they were in attendance. Payment for this time will be paid out at the end of each semester.
    3. The aforementioned language shall not apply to substituting in any way.

I. Attendance at Open House is required for the elementary and middle school teachers. The high school staff is required to attend one of the following:
    a. Senior Commencement
    b. End of Year Honors Convocation

ARTICLE XVI - TEACHING CONDITIONS

A. The parties agree that the maximum in the elementary schools shall be equalized whenever practical and should not exceed, twenty-five (25) pupils for grade K-1, twenty-seven (27) pupils for grades 2-3, and twenty-nine (29) pupils for grades 4 - 5, for in person classrooms and should not exceed thirty-one (31) pupils at K-1, thirty two (32) pupils at 2-3, and thirty three (33) pupils at 4-5 for online classrooms. Should it be necessary to exceed the in person student limit or the online student limit, and this overage exists for thirty five (35) or more school days in a semester, the teacher shall be compensated at a rate of $875 per student per semester. Class size shall not exceed thirty-one (31) pupils for grades K-1, thirty-two (32) pupils for grades 2-3, thirty-three (33) pupils for grades 4-5, for in person classrooms with the exception of PE classes, which shall not exceed thirty-five (35) pupils in grades K-1, thirty-six (36) pupils in grade 2-3, and thirty-seven pupils (37) in grades 4-5. Online classrooms shall not exceed thirty-four (34) in grades K-1, thirty-five (35) in grades 2-3, and thirty-six(36) in grades 4-5. Elementary specials teachers shall be compensated at the rate of $125 per student per semester.

   After the fall count date, no child should be moved to equalize class size once he has been assigned to a classroom for a reasonable time.

Elementary Class Sizes

Grade & Instructional Model	Class Size Limit	Class Size Maximum
K-1 In Person	25	31
2-3 In Person	27	32
4-5 In Person	29	33
K-1 PE	35	35
2-3 PE	36	36
4-5 PE	37	37
K-1 Online	31	34
2-3 Online	32	35
4-5 Online	33	36

B. Special education students who are mainstreamed will be counted for the purposes of determining class size. A mainstreamed student shall be counted at the rate of 1/5 per hour. Students mainstreamed out will be counted as 1/5 reduction per hour.

C. At any time after the Fall count date, if more than the maximum number of pupils are placed in an elementary or special education classroom, CMC should meet within five (5) school days of the placement to discuss the problems and attempt to recommend a solution. This solution and method(s) of implementation by CMC should be carried out by the Board of Education.

D. It shall be the responsibility of any teacher in the elementary school whose class load exceeds the maximum number of pupils to report the situation to the Association Representative to

expedite further study.

E. The parties agree that in the High School and Middle School, with the exception of activity classes a teacher's class load shall not exceed 160 students and shall be equalized to the extent practical. Reasonable attempts shall be made to keep physical education classes at a size less than 40. Should it be necessary to exceed the student limit, and the overage exists for thirty-five (35) or more school days in a semester, the Board will compensate the teacher at a rate of $175 per student per semester.

   In addition, the parties agree that in the High School and Middle School with the exception of activity classes and online blended learning classrooms (such as Edgenuity, Edmentum, etc.), class size should not exceed 35 pupils per class (after the fourth Friday count day each semester). However, should it be necessary to exceed 35 pupils, and this overage exists for 35 or more school days in a semester, the teacher will be compensated at a rate of $175 per student per semester. Students must physically attend at least one day in order to be included in overage counts.

   Activity classes shall be defined as Physical Education, Band and/or Choir classes.

F. The parties recognize that some children who have physical, mental and/or emotional impairments may require special education programs or services. The parties further recognize that without proper planning and programming, particularly where the child participates in a regular classroom situation, the regular instructional program may be modified and extra demands placed upon the regular classroom teacher.
   1. Teachers may be involved in IEP Team meetings when a student with a disability will be placed in their classroom for the total day or any portion of the day, in accordance with applicable state and federal law.
   2. Every attempt shall be made to supply the teacher with instructional materials to aid the educational program of students with disabilities according to the child's goals and objectives.
   3. Training shall be provided periodically to instruct the teacher on methods to be used in working with students with disabilities.
   4. In the case of an overage to the special education classroom teacher's caseload, the teacher shall be compensated as detailed below:
      a. Targeted caseload: Legal compliance without a waiver based on MARSE rules
         i. Elementary 18
         ii. Secondary 20
      b. Caseload Overage: legal compliance with a waiver
         i. Both levels 23
         ii. In the event a special education classroom teacher's caseload exceeds the non-waiver limit, the teacher shall be compensated at $175 per student per semester.
         iii. A Teacher Consultant (TC) may have a caseload up to 25 students
            1. This number is capped at 25 and may not exceed this threshold
            2. No caseload overage may exist for a Teacher Consultant (TC)
      c. IEP writing: In the event of a teacher shortage or emergency, when a special education teacher steps in to complete the writing of an IEP, they will be compensated at $400 per completed IEP per semester.
         i. IEP writing constitutes the entire process of collecting data on the student

and then writing the IEP based on the data that was collected.

ii. This language does not apply when a special education teacher steps in to cover for a colleague due to their absence from the IEP meeting.

G. In cases where students are removed from class for attendance reasons, they can be supervised by a non-certified employee and are limited to the suspension room.

H. The Board shall make available in each school, for faculty use, lavatory facilities and a combination lunchroom/lounge, appropriately furnished.

I. It is suggested that classroom teachers work cooperatively with art, music and physical education teachers in the elementary school. It is suggested that units in these classes may correlate with current classroom studies. Every effort will be made by the Administration to secure certified and qualified physical education, art and music substitute teachers when such regular teachers fail to report. These substitutes will be secured through use of a special substitute list compiled by the Administration.

J. Teachers shall not be required to work under unsafe, unsanitary, or hazardous conditions or to perform tasks which endanger their health, safety, or well-being unless in emergency protection of our students. This provision is intended to address health and safety hazards and shall not be interpreted to address broader workplace concerns.

ARTICLE XVII - UNSCHEDULED SCHOOL CLOSINGS

A. At the beginning of each school year, one (1) official channel of communication will be designated by the Board of Education. This channel will be used by the administration to notify the students and teachers in the event that school will be closed. Every attempt shall be made to notify this channel by 6:15 a.m. Teachers need not report when school is closed.

B. If school is in session and all students in a building are sent home because of lack of heat or water or due to weather conditions, teachers shall be relieved of duty when students have been dismissed.

ARTICLE XVIII - VACANCIES, PROMOTIONS, AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building, or position shall be made in writing and shall be filed with the Superintendent (or designee) and one (1) copy with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. Vacancies shall be posted in each building for at least five (5) days before the position is filled. Teachers who have filed an application for that position shall be notified individually of the

opening.

C. Any teacher who shall be transferred to an administrative or executive position and later returns to teacher status, shall be entitled to retain such as he may have had under this Master Agreement prior to such transfer to supervisory or executive status.

D. Any administrator who has not been employed in Kearsley as a teacher, who is transferred to teacher status, will receive seniority in accordance with Article VII:N, for all employment in Kearsley, which requires teaching certification. Placement on the salary schedule shall be a Board prerogative, so long as outside district experience credit does not exceed the contractual provisions as applied to teachers. Exception to this shall be the fulfillment of a contractual obligation the Board may have with the person involved.

E. Job assignment is a management function and anything contained in this Article shall not usurp the Board's rights. Teachers have the right to apply for a position, but this application is not a guarantee that they will be assigned to that position.

F. Teachers who will be affected by a change in grade assignments in the elementary or departmental assignments in the secondary will be notified by their principals, as soon as practicable. Teachers will be notified by June 1 of their room/building assignment(s) for the following school year. It is noted that these placements may change due to retirements, resignations, renovations, and/or enrollments.

ARTICLE XIX - PROTECTION OF TEACHERS

A. The Board recognizes there is a responsibility to continue to give administrative backing and support to its teachers. Although each teacher shares the primary responsibility for maintaining proper control and discipline in the classroom, the teacher recognizes that all disciplinary action and methods enforced by them shall be reasonable and just and in accordance with Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal or his-designee, of the disposition of the teacher's report that a particular student needs such assistance.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use reasonable physical force as necessary in a school or school-related setting for the reasons specified in Section 1312 of the Revised School Code, including self-defense or the defense of another.

C. Any case of assault upon a teacher, which had its inception in a school centered problem, shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. The teacher may request in writing the assistance of the Board in handling the incident with law enforcement and judicial authorities.

D. The Board shall pay all legal fees accrued by a teacher to cover civil and criminal charges arising from employment, provided such activity occurs as a result of a school centered problem and is

not a result of negligence or violation of Board policy or administrative procedures, and provided this information has been made available to each teacher.

E. Time lost by a teacher in connection with any physical injury by a student that was not teacher originated and results in a physical inability to perform his teaching duties (supported by medical opinion(s)) shall not be charged against the teacher for the duration of the school year.

F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

G. The following Support Council Guidelines will be used in assisting all bargaining unit members with identified performance problems:

Support Council Guidelines

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

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

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

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

2. Use of Information: Material and information forwarded to the Instructional Support Council by the principal and/or teacher and material and information generated by the Instructional Support Council may be used in a performance proceedings.

3. Composition of the Instructional Support Council (ISC): An Instructional Support Council shall be formed whenever a bargaining unit member receives an unacceptable rating in two or more categories on any evaluation.

Additional teachers, administrators, and/or other resource people may be added to the ISC by mutual agreement of the involved bargaining unit member and ISC members.

The CMC may offer assistance to the members of the ISC in the areas of facilitation and helping bargaining unit members with performance problems. The goal is to provide flexible and creative assistance to the bargaining unit member.

4. Possible Resources:

-- student feedback/ISD form -- modeling

--	assertive discipline training	--	TESA
--	videotaping	--	classes
--	discipline book/manual	--	observations
--	Individualized Development Plan	--	mentoring

The methods mentioned above may be employed to assist the bargaining unit member with improving his teaching. It is hoped that the ISC members will employ a broad range of methods to assist the bargaining unit member.

5. The process for using an Instructional Support Council is as follows:

   a. The principal identifies performance problem areas.

   b. The principal initiates the creation of an Instructional Support Council by notifying the Deputy Superintendent.

   c. The Deputy Superintendent sets up a meeting of the bargaining unit member, principal, department chairperson (where applicable), Deputy Superintendent, and KEA President wherein the affected bargaining unit member and other ISC members will select the teacher member(s) for the ISC.

   d. The principal, the Instructional Support Council, and the bargaining unit member may meet to discuss the identified problems and the level of performance expected by the principal.

   e. By mutual agreement of members of the Instructional Support Council and with the bargaining unit member's consent, the principal and the Instructional Support Council may meet without the bargaining unit member present.

   f. The principal, Instructional Support Council, and the bargaining unit member work together to design an implementation plan, with measurable criteria, to remediate the problem areas.

   g. The principal approves the implementation plan.

   h. The Instructional Support Council helps the bargaining unit member meet the objectives of the plan (e.g., demo lessons, visitations, observations, peer coaching, etc.).

   i. The bargaining unit member works to improve their teaching performance.

   j. The principal evaluates again to see if the problem areas are resolved and meets with the Instructional Support Council to review observations and findings.

   k. The cycle above may be repeated as appropriate.

6. Final Determination: The final determination on evaluation as to rating and continuation in employment rests with the principal and not the Instructional Support Council.

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

ARTICLE XX - GRIEVANCE PROCEDURE

A. Definitions: A “grievance” is a complaint alleging a violation of a specific article and section of this Agreement. An “abeyance” is a state of temporary suspension, deferment or temporary postponement.

B. In the event that a teacher or group of teachers believes there is a basis for grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. In the event the grievance affects teachers in more than one building, it will be transmitted directly to the Superintendent’s level.

C. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure on the form set forth. This form shall be signed by the grievant and a representative of the Association. Forms shall be available from the Association representative in each building. The employee must have the grievance in writing in the principal’s hand within ten (10) school days of the complaint.

D. When a grievance is first placed in writing, it may be signed or co-signed by a member of the Association other than the grievant(s), that representative shall clearly indicate his Association position on the grievance. (Association Representative or Grievance Chairman.)

E. Within three (3) school days of the receipt of the grievance, the principal shall meet with the Association’s Representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association’s Representative.

F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting, or six (6) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent with written reasons for refusal of adjustment. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting or six (6) school days from the date of filing with the Superintendent, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board with written reasons for refusal of adjustment. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session as permitted by the Open Meetings Act, or give such other considerations as it shall deem appropriate. Disposition of the grievance, in writing by the Board, shall be made no later than seven (7) calendar days

thereafter. A copy of such disposition shall be furnished to the Association.

H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days or arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to issue any appropriate remedy.

I. The fees and expenses of the arbitrator will be shared equally by the parties.

J. The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

K. If an individual teacher has a personal complaint, which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.

L. Automatic Grievance Adjustment: any grievance which is not referred to the next step in the grievance procedure by the Association within five (5) school days of receipt of an adjustment decision, shall automatically be judged as adjusted and shall not be the subject of another grievance.

M. When an employee realizes that he has been grieved against, he should have ten (10) days in which to initiate a grievance. This ten (10) day period begins when the employee could reasonably be aware that he was grieved against. To further clarify this intent the following examples can be applied:
    1. Should an employee in referring to his personnel file discover that a negative comment had been inserted in such a file without his knowledge, the ten (10) day grievance period would begin with the discovery, not the insertion.
    2. Should an employee be disabled and unable to clearly assess a discrepancy in his paycheck, the ten (10) day grievance period would begin from the time he could reasonably be expected to realize this discrepancy.
    3. Should an employee be indisposed and be grieved upon, the ten (10) day grievance period would begin on the day he returns to work.
    4. Areas such as salary are considered ongoing and grievances can be filed at a reasonable time after the employee could be expected to discover discrepancies.

N. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance, providing the Association representative has an opportunity to be present after the

grievance has been reduced to writing.

O. The policies of the Board as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall as of the date of this contract, be grievable to step three (3) of the grievance procedure.

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

Q. Matters can be held in abeyance pending further inquiries only if agreed upon by both parties. As part of this agreement, the parties will agree what the next step in the grievance process will be if the abeyance were to be ended, as well as how much time remains for the next party to act. Either party can end an abeyance if indicated in writing and transmitted to the other party. Upon receipt of this notice, there will be an additional three (3) school days added to whatever time remains for the next party to act.

ARTICLE XXI - INSURANCE

A. Pursuant to the authority set forth in the school code as amended, the Board agrees to furnish to all teachers the following insurance protection:

1. The Board shall provide Group Life Insurance Protection in the amount of $45,000 that shall be paid to the teacher's designated beneficiary. Rates may be adjusted as per law for employees over age 65. In the event of accidental death or dismemberment, the insurance shall be double the specified amount.

2. The Board shall pay the premium/taxes/fees towards the agreed upon MESSA insurance plan subject to the hard cap limits for single, 2 person and full family per PA 152. Should the premium/taxes/fees be less than the maximum allowed under PA 152, the District will deposit the difference into the employee's Health Savings Account (HSA) following the conclusion of the medical plan year.

   The Board and Association will meet and decide upon a set of MESSA medical insurance plans prior to the open enrollment period.

   All employee contributions shall be made through payroll deduction, on a pre-tax basis.

   The comprehensive and complete plan documents for the agreed upon MESSA insurance plan will be hereby incorporated into the Teachers' Master Agreement and no modifications of any benefit specification detailed in these plans documents may be made without the express written consent of the KEA, subject to ratification of its members.

3. All information made available to the district regarding health care coverage shall be made available to all KEA members of the CMC team.

4. The employer contribution toward health care for part time employees will be prorated to the percent of employment.

5. Employees may elect a cash option in lieu of health insurance and shall be provided a monthly contribution. The amount of the cash option shall be determined using the table below:

# of Members	Cash in Lieu Amount
0-40	$3500
41 - 45	$5250
46+	$7000

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

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

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

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

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

9. The Board shall provide the SET-SEG Vision Plan 3 or a plan with equal specifications for a twelve month period for each member of the bargaining unit and his eligible dependents.

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

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

twelve month period.

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

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

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

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

ARTICLE XXII - EXTRA DUTY COMPENSATION

A. Any of the positions in Schedule B must be approved in advance by the Superintendent.

B. Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

C. If any extra-curricular assignment covered under Schedule B - Extra Duty is found to be unusually inconsistent with the average of the Genesee County Schools, an adjustment will be made. A committee will be established to reopen Schedule B with changes to be implemented in the future.

D. Payment for Schedule B - Extra Duty bears a percentage relationship to the B.A. salary schedule and will be based on the activity or services rather than years of teaching experience.

E. Any former coach/sponsor, returning to coach/sponsor the same sport/activity after an absence will return to the closest step that ensures an increase over the one on which they were paid at the time of their leave.

F. The Schedule B - Extra Duty is intended to pay for activities only if the person does all of the work required by the person designated as the head of the activity. Otherwise, the pay will be prorated as to the time put in on the activity.

G. A $10,000 extra duty pay enrichment fund is set forth at the end of Appendix E.

H. Teachers whose services are extended beyond the regular school year will be prorated according to the number of days in the school calendar based on their regular annual salary for

each additional day worked.

I. The Board shall have the right to hire personnel for extra duty assignment under Schedule B from outside the bargaining unit, provided that no current bargaining unit member who is presently on Schedule B contract shall be affected. The only exception to this shall be when the applicant from outside the bargaining unit is deemed clearly superior in qualifications over the bargaining unit member. In this case, a committee consisting of the athletic director, an administrator, the head coach (if one exists) and one other coach shall review credentials and make a recommendation. The intent of this is not to usurp the Board's right to dismiss, for just cause, any employee under Schedule B contract who is deemed unsatisfactory in performance of his duties as determined solely by the Board.

J. Circumstances may arise where a Schedule B coaching position, despite several efforts, was unable to be filled prior to the season. In these circumstances, members fulfilling other similar Schedule B duties currently have been asked and agreed to take on multiple positions concurrently. In the event similar situations arise in the future, KEA representatives and the administration will negotiate a fair rate of compensation for the extra duties. The results of the negotiations will be reduced to writing. Vacant positions will continue to be posted each year.

K. Additional stipends have been relocated to Appendix E - Schedule C

ARTICLE XXIII - CONTRACT MANAGEMENT COMMITTEE

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

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

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

D. The CMC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.

E. Issues or problems may be referred to the CMC, the Union, the Board, or an employee of the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

F. As the district implements legislated school reforms, the Contract Management Committee shall serve as the vehicle through which such reforms and their impact on schools shall be discussed. Through the presentation of a problem statement to the Contract Management Committee, either the KEA or the Board may initiate discussion of a legislated school reform that the district is seeking to implement.

G. The parties agree that the contract should provide flexibility for innovation in education programs and staffing. To facilitate contract flexibility, buildings, grade levels, or departments may initiate contract deviation requests to allow the building, grade levels, or departments to vary from the contract.

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

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

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

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

ARTICLE XXIV - TEACHER EVALUATION

A. The teacher performance evaluation system shall include a rigorous, transparent, and fair performance evaluation that includes:
    1. Performance goals, at least half identified by the teacher to improve their effectiveness in the upcoming school year.
    2. An evaluation of the teacher's job performance with timely and constructive feedback.
    3. Clear approaches to measuring student growth with relevant data on student growth
    4. Multiple rating categories that take into account student growth and assessment data or student learning objectives metrics that have been negotiated with the Association.
    5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
        a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as proposed annually by the grade level/department teachers and approved by administration.
        b. A teacher may request to eliminate data attributable to students who have excessive absences, are partial year transfers, or other circumstances that warrant eliminating said data upon the approval of the building principal.

6. The year-end evaluation form will utilize the following objective criteria to determine the remaining 80% of the year-end evaluation:
    a. 40% will be based on specific performance goals as previously outlined in subsection A-1
    b. 40% will be based on classroom observations

B. The Performance and Evaluation Handbook will include all forms to be used as part of the evaluation system
    1. Classroom observations are an integral part of the year-end evaluation system and are intended to assist the performance evaluation process.
        a. A teacher shall be notified within the first thirty (30) school days who the administrator will be that conducts their year-end evaluation. Absent this notification, the building principal will be assigned as the default evaluator. No observation will occur until the evaluating administrator has met with the teacher to review performance goals and no earlier than October 1st.
        b. Classroom observations used in the year-end evaluation must include the following:
            i. A review of the teacher's lesson plan for the day of the observation;
            ii. Applicable state/national standard(s) being used in the lesson;
            iii. A review of pupil engagement in the lesson.
        c. A minimum of two (2) classroom observations, consisting of at least fifteen (15) and no longer than (30) minutes in length, must be completed each year.
            i. The first observation must be pre-arranged with the teacher. The teacher will provide a detailed lesson plan, with applicable standards, no less than two (2) days prior to the lesson. This lesson may be submitted digitally or be handwritten.
            ii. Teaching staff will be provided a three (3) week window during which the second observation will occur. The classroom teacher will have two (2) school days following the observation to submit the detailed lesson plan with applicable standards. The lesson may be submitted digitally or be handwritten.
        d. A post-observation meeting shall be held no later than ten (10) calendar days after the classroom observation. At the meeting, the teacher and the administrator shall review the observation script, coding, and pupil engagement. If any of the performance goals were observed, that information shall also be reviewed. This teacher must have access to this review through the digital system used by the district or a separate written document. This meeting may take place during the teachers designated prep period or as mutually agreed upon after or before the school day.
        e. Observations shall be conducted a minimum of thirty (30) calendar days apart excluding winter and spring breaks, unless mutually agreed upon between the teacher and administrator. Every effort will be made to conduct classroom observations during the first and second semesters.
    2. The annual performance evaluation system will assign a year-end rating of: Effective, Developing, or Needing Support.

a. The year-end evaluation determination shall be delivered during a face to face meeting with the observing administrator. Every effort will be made to complete this no later than the third week of May. In the event this does not happen, the observing administrator will schedule the meeting to occur prior to June 1st. If a meeting is not held, the teacher will be deemed “effective” for the year-end evaluation determination. In any event it is deemed that a purposeful evasion of a year-end evaluation determination meeting occurred, the teacher will be subject to discipline as outlined in board policy and may cause a change in the year-end determination.

3. A teacher must not be assigned an evaluation rating and must be designated as “unevaluated” for a school year if any of the following apply to the teacher:
    a. The teacher worked less than 60 days in that school year;
    b. The teacher's evaluation results were vacated through the grievance procedure;
    c. There are extenuating circumstances and the teacher and the school district agree to designate the teacher as unevaluated because of the extenuating circumstances;
    d. If a teacher receives an “unevaluated” designation, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes.
4. A tenured teacher who has been rated highly effective for three (3) consecutive year-end evaluations, prior to the 2024-25 school year, shall move to a triennial year-end evaluation. Beginning after the 2024-2025 school year, three (3) prior consecutive year end evaluations resulting in either an effective or highly effective rating shall result in moving to triennial evaluations.If a subsequent year-end evaluation is anything less than effective, the teacher will return to annual year-end evaluations until an additional three (3) consecutive year-end evaluations are rated as effective.
5. Any probationary teacher, or teacher with a year-end rating of minimally effective, ineffective (prior to the 2024-25 school year), developing or needs support, shall be provided the following:
    a. A mentor teacher or district coach;
    b. A mid-year progress report aligned to the teachers performance goals as previously outlined in subsection A (1);
    c. The mid-year progress report is to be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist the teacher to improve;
        i. The building administrator must include specific performance goals, to be used for the remainder of the year, that are targeted to assist in improving the teachers’ effectiveness.
        ii. At the mid year progress report, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and is designed to assist the teacher to improve the teacher's rating.
        iii. The mid-year progress report will be supported by two (2) classroom observations conducted and completed no later than February 1.

iv. At least one (1) followup classroom observation will take place following the mid-year progress report

d. The mid-year progress report must not take the place of a year-end evaluation
e. If a teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations, the school district shall dismiss the teacher from the teacher's employment.

6. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers
1. A teacher may request a review of the evaluation and the rating by the Superintendent.
    a. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.
    b. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based upon the Superintendent's review.
    c. A written response regarding the Superintendent's findings must be provided to the teacher who requested the review no later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
    d. If the written response from the Superintendent's review does not resolve the matter, the teacher or Association President may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the Superintendent.
    e. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.
2. If a teacher receives two (2) consecutive ratings of needing support, the teacher may use the grievance procedure concerning the teacher's second evaluation rating. This must be done within thirty (30) calendar days after receiving the written response from the Superintendent.

D. Training on the evaluation system
1. Within the first thirty (30) school days and prior to the development of the performance goals, the district shall provide training on the evaluation system to all new teachers, teachers with a prior year rating of minimally effective, ineffective (prior to the 2024-25 school year), needs support, or developing, or any teacher who wishes to attend as a refresher.
2. The district will ensure that all administrators are trained initially (for the 2024-25 school year) and afterward on a triennial basis in rater reliability. The rater reliability training will comply with all elements that are outlined and required in MCL 380.1249

ARTICLE XXV - MISCELLANEOUS

A. The parties agree that standards for accreditation and certification are desirable; they are committed to getting each school accredited.

B. Job sharing shall be available subject to guidelines adopted by the Contract Management Committee. Applications must be submitted by March 1st.

C. As required by state law the following provision is included in the parties agreement. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

D. If a final decision of a court of competent jurisdiction rules that any prohibited bargaining subject identified in Public Act 103 of 2011 is modified or nullified, upon the exhaustion of all appeals under the applicable court rules, the Board and Association via the CMC process shall meet, confer, and determine the necessary modifications to the collective bargaining agreement affected by the court ruling related to Public Act 103 even if the collective bargaining agreement has not yet expired. This condition applies only to the circumstances specified above and does not permit the mid-agreement negotiation of wages, hours, and other terms and conditions of employment not affected by those circumstances unless the parties otherwise mutually agree to re-open the collective bargaining agreement during its term.

E. Beginning September 1, 2024, and every 90 days thereafter, designated Association representatives will be given, via e-mail an attached excel (or agreed upon equivalent) document, a complete listing of all bargaining unit staff that includes agreed upon information. The Board will provide the Association notification of new hires (and associated demographic information), terminations and leaves of absence within an agreed upon amount of workdays. This notification may be automatic.

ARTICLE XXVI - DURATION OF THE MASTER AGREEMENT

A. This agreement shall continue in full force and effect from September 1, 2026 and including August 31, 2028.

Chad Langworthy, Board of Education - President
Kearsley Community Schools — 8/3/26 17:42 EDT Date

Paul Gaudard, Superintendent
Kearsley Community Schools — 8/4/26 14:33 EDT Date

Peter LoFiego, Deputy Superintendent
Kearsley Community Schools — 8/4/26 15:47 EDT Date

Kristen Klipa, President
Kearsley Education Association — 8/1/26 08:29 EDT Date

Kara Webster, Negotiator
Kearsley Education Association — 8/1/26 10:18 EDT Date

Marty Zmiejko, UniServ Director
Michigan Education Association — 8/1/26 15:22 EDT Date

APPENDIX A - NON CERT MOVES

Master Agreement for "Non-teaching Professional Staff Members"

ARTICLE XVIII - VACANCIES, PROMOTIONS, AND TRANSFERS

In addition to the paragraphs contained in Article XVIII that apply to teachers, the following language pertains to the "non-teaching professional staff members" only.

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

APPENDIX B - CALENDAR

2026-27 Final Calendar Version 1

Aug /September 2026							
S	M	T	W	TH	F	S	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	6
30	31	1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	20
20	21	22	23	24	25	26	26
27	28	29	30				

August 19 - 6 hr August 20 3 PD
September 4 & 7 - Labor Day

October 2026							
S	M	T	W	TH	F	S	
				1	2	3	
5	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	22
25	26	27	28	29	30	31	48

October 7 - Count Day
October 21 Early Release
October 23 - End of 1st MP
October 30 - DPPD

November 2026							
S	M	T	W	TH	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	17
29	30						65

November 2 - 5 PT Conferences
November 18 Early Release
November 25-28 Thanksgiving Break

December 2026							
S	M	T	W	TH	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
21	21	22	23	24	25	26	14
27	28	29	30	31			79

December 21 - January 1
Winter Break

January 2027							
S	M	T	W	TH	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	19
24	25	26	27	28	29	30	98
31							

January 15 - End Semester 1
January 18 - MLK Day

Februrary 2027							
S	M	T	W	TH	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	19
28							117

February 10 - Count Day
February 12 - DPPD
February 15 - Presidents Day
February 24 - Early Release

March 2027							
S	M	T	W	TH	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	19
28	29	30	31				136

March 17 - Early Release
March 25 - End of 3rd MP
March 26 - Good Friday
March 29-April 2 Spring Break

April 2027							
S	M	T	W	TH	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	20
25	26	27	28	29	30		156

April 23 - DPPD

May 2027							
S	M	T	W	TH	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	20
23	24	25	26	27	28	29	176
30	31						

May 5 - Early Release
May 31 - Memorial Day

June 2027							
S	M	T	W	TH	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	4
27	28	29	30				180

4 pre-season days
6 hours for evening conferences
1 post season teacher workday

	1st Day of School - 1/2 Day Students
	Student Instruction Day - Full Day
	End of Marking Period
	End of Semester - 1/2 Day Staff and Students
	1/2 Day Staff and Students
#	New Teacher - Full Day Orientation/PD
#	District Wide Full Day PD - No Students
X	Holiday/Break (No Students/No Staff)
	Teacher Work Day
#	Early Release Day - MICIP/MTSS Time

	HS Exams
	Online Traning Day
	Classroom Work day

1

APPENDIX C - DPPD

2026-2028 PROFESSIONAL DEVELOPMENT SCHEDULE

2026 - 2027

	Hours
August 19: District Professional Development	6
August 20: District Professional Development	3
September 30: Building Professional Development	6
October 30: District Professional Development	6
February 12: Building Professional Development	6
April 23: District Professional Development	6
Total	**33**

2027 - 2028

To be determined during the 2027-28 Calendar Negotiations	Hours

Any missed professional development days must be made up no later than the last student day. (See Article IV, I)

*PARAMETERS FOR USE OF THE 2026-2028 FLOATING HOLIDAY

K-12 teachers will receive one (1) floating holiday (6 hours) for each of the 2026/27 & 2027/28 school years.

- May not be used on a Professional Development day.
- May be allowed to use the Floating Holiday before or after a holiday, before and after mid-winter break and/or during the building's state assessment window at the discretion of the building principal.
- If not used by the end of the school year, the floating holiday will convert to a sick day.

APPENDIX D - SALARY TABLES

2026-2027 Salary Schedule					
Step	**BA**	**BA+18**	**MA**	**MA+15**	**MA+30**
2	$49,309	$51,293	$53,363	$55,518	$58,035
3	$50,518	$52,554	$54,676	$56,889	$59,740
4	$51,293	$53,363	$55,518	$58,035	$60,947
5	$52,554	$54,676	$56,889	$59,740	$62,735
6	$53,363	$55,518	$58,035	$60,947	$64,009
7	$54,676	$56,889	$59,740	$62,735	$65,894
8	$55,518	$58,035	$60,947	$64,009	$67,548
9	$58,035	$60,947	$64,009	$67,548	$71,604
10	$59,740	$62,735	$65,894	$69,847	$74,050
11	$62,735	$65,894	$69,847	$74,050	$78,514
12	$65,894	$69,847	$74,050	$78,514	$83,258
13	$69,847	$74,050	$78,514	$83,258	$88,297
*	$74,727	$79,190	$83,934	$88,973	$94,326

Salary Schedule Clarification Points

- Steps and credentialing will be granted
- 2.25% to each step
- Removal of Step 1, all new staff begin on Step 2
- Per Diem Rate: The per diem rate shall be determined by taking the teacher's annual salary pay and dividing it by the total contract days (185.5 per school year).

2027-2028 Salary Schedule					
Step	**BA**	**BA+18**	**MA**	**MA+15**	**MA+30**
2	$51,159	$53,143	$55,213	$57,368	$59,885
3	$52,368	$54,404	$56,526	$58,739	$61,590
4	$53,143	$55,213	$57,368	$59,885	$62,797
5	$54,404	$56,526	$58,739	$61,590	$64,585
6	$55,213	$57,368	$59,885	$62,797	$65,859
7	$56,526	$58,739	$61,590	$64,585	$67,744
8	$57,368	$59,885	$62,797	$65,859	$69,398
9	$59,885	$62,797	$65,859	$69,398	$73,454
10	$61,590	$64,585	$67,744	$71,697	$75,900
11	$64,585	$67,744	$71,697	$75,900	$80,364
12	$67,744	$71,697	$75,900	$80,364	$85,108
13	$71,697	$75,900	$80,364	$85,108	$90,147
*	$76,577	$81,040	$85,784	$90,823	$96,176

Salary Schedule Clarification Points

- Steps and credentialing will be granted
- $1850 increase to each step
- Per Diem Rate: The per diem rate shall be determined by taking the teacher's annual salary pay and dividing it by the total contract days (185.5 per school year).

APPENDIX E - SCH B & C / EXTRA DUTY

Co-Curricular Extra Duty	Positions	Pay Rate
High School Band		
• Senior Band*	1	5%
• Band Festival/Ensamble*	up to 4	0.5%
• Marching Band	1	4%
• Pep Band	1	2%
• Jazz Band	1	2%
Middle School Band		
• Middle School Band*	1	2%
• Band Festival Ensemble (combine w/ Senior Band)*	up to 4	0.5%
High School Vocal Music		
• Senior Vocal Music*	1	5%
• Vocal Music Festival/Ensemble*	up to 4	0.5%
Middle School Vocal Music	1	2%
High School Class Sponsor		
• Senior Class	2	3.5%
• Junior Class	2	2.5%
• Sophomore Class	2	2.5%
• Freshman Class	2	2.5%
High School Homecoming Coordinator	1	2.5%
High School Play Production	1	4%
Middle School Play Production	1	2.5%
High School Musical Production		
• Director	1	4%
• Pit Coach	1	3%
• Vocal Coach	1	3%
• Choreographer	1	2%
High School Yearbook	1	3%
Middle School Yearbook	1	2%
High School Newspaper	1	3%
High School Chess	1	2%
Middle School Chess	1	2%
Special Olympics Coordinator	2	2%
High School Quiz Bowl	1	2% each session

Middle School Quiz Bowl	1	2%
Co-Curricular Extra Duty	**Positions**	**Pay Rate**
High School Robotics	1	4%
Middle School Robotics	1	2%
Middle School E-Sports	1	2% per season
Future Problems Solvers (HS & MS)	1	2%
High School SAT Prep Coordinator	1	1.5%
High School Student Senate	1	3%
Middle School Student Senate	1	1.5%
High School National Honors Society	1	2.5%
Middle School National Honors Society	1	1.5%
High School DECA	1	2%
Auditorium Manager	1	4% per semester
Digital Content Manager	1	2% per season (Fall/Winter)

*This stipend is based upon the expectation that these positions require multiple performances outside of the school day.

Boys Athletics	**Positions**	**Pay Rate**
Football		
• Head Coach	1	10.5%
• Varsity Assistant	2	7.5%
• Sub Varsity	4	7.5%
• 8th Grade	2	5%
• 7th Grade	2	5%
Basketball		
• Head Coach	1	10.5%
• Junior Varsity Coach	1	7.5%
• Freshman Coach/Varsity Assistant	1	6%
• 8th Grade	1	4%
• 7th Grade	1	4%
• Unified Basketball (5 games & 5 practices)	1	2%
Wrestling		
• Head Coach	1	9%
• Varsity Assistant	1	4%
• Middle School Head Coach	1	4%
Track & Field		
• Head Coach	1	9%
• Varsity Assistant	1	6%
• Co-Ed Varsity Assistant	1	6%
• Middle School (Combined 6th, 7th, & 8th)	1	4%
Baseball		
• Head Coach	1	9%
• Junior Varsity Coach	1	6%
• 8th Grade	1	4%
• 7th Grade	1	4%
Cross Country		
• Head Coach	1	7%
• Middle School Coach (Co-Ed)	1	4%
Swimming		
• Head Coach	1	8%
• Varsity Assistant	1	4%
• Dive Coach	1	2%
• Middle School Coach (Co-ed)	1	4%

• Middle School Assistant Coach (Co-ed)	1	2%
Tennis • Head Coach • Junior Varsity Coach	 1 1	 7% 4%
Golf • Head Coach • Junior Varsity Coach	 1 1	 7% 4%
Soccer • Head Coach • Junior Varsity Coach/Varsity Assistant	 1 1	 9% 6%
Bowling • Head Coach • Junior Varsity Coach	 1 1	 7% 3%
Powerlifting	1	2%

Girls Athletics	**Positions**	**Pay Rate**
Volleyball		
• Head Coach	1	9%
• Varsity Assistant	1	6%
• Freshman Assistant	1	6%
• 8th Grade	1	4%
• 7th Grade	1	4%
Basketball		
• Head Coach	1	10.5%
• Junior Varsity Coach	1	7.5%
• Freshman Coach/Varsity Assistant	1	6%
• 8th Grade	1	4%
• 7th Grade	1	4%
Track & Field		
• Head Coach	1	9%
• Varsity Assistant	1	6%
• Middle School (Combined 6th, 7th, & 8th)	1	4%
Softball		
• Head Coach	1	9%
• Junior Varsity Coach	1	6%
• 8th Grade	1	4%
• 7th Grade	1	4%
Cross Country		
• Head Coach	1	7%
Swimming		
• Head Coach	1	8%
• Varsity Assistant	1	4%
• Dive Coach	1	2%
Tennis		
• Head Coach	1	7%
• Junior Varsity Coach	1	4%
Golf		
• Head Coach	1	7%
• Junior Varsity Coach	1	4%

Soccer ● Head Coach ● Junior Varsity Coach/Varsity Assistant	 1 1	 9% 6%
Bowling ● Head Coach ● Junior Varsity Coach	 1 1	 7% 3%
Dance ● High School ● Middle School	 1 1	 3% 2%
Sideline Cheerleading ● Fall Head Coach ● Fall Sub Varsity ● Fall Middle School (7th & 8th Grade) ● Winter Sub Varsity	 1 2 1 1	 3% 2% 2% 3%
Competitive Cheerleading ● Head Coach ● Junior Varsity Coach ● Middle School	 1 1 1	 7% 4% 3%

<u>Enrichment Opportunities</u>

In order to compensate staff for developing and providing enrichment opportunities for elementary and secondary students, an extra duty pay fund of $10,000 will exist for each school year. An application form for extra duty enrichment activity pay from the $10,000 fund is available electronically. The approval of the proposal will go through a committee consisting of the KEA President and district administration.

Schedule C

Other Instruction Activities	Rate
Teacher Pay for substitute teaching	$50.00 per hr
Curriculum Writing / New Teacher Training Summer Curriculum Work	$30.00 per hr $40.00 per hr
Summer School / Homebound	$35.00 per hr
Building CI Chair (1 per building)	$1800 per yr
HS Department CI Chair (ELA, Math, Sci, SS)	$1750 per yr
KHS/AMS Department/Grade Level CI Chair	$1500 per yr
Technology Coordinator (1 per grade level)	$1500 per yr
Elementary Transportation Supervisors/Lunchroom Supervision	$30.00 per hr
Elementary State Testing Coordinator - Dowdall (1) & Fiedler (1)	$500
AMS SSD Coordinator (All Assessments) - (1)	$750
AMS State Testing Coordinator (All Assessments) - (1)	$750
KVA/KHS SSD Coordinator (All Assessments) - (1)	$1250
KHS Testing Coordinator (All Assessments) - (1)	$1500
KVA Testing Coordinator (All Assessments) - (1)	$1000
Mentor of a Probationary/IDP/Support Council Teacher (As designated by the building principal)	$750 yr 1 $500 yr 2 $250 yr 3+
Secondary Counseling Summer Scheduling (Hours must be pre approved by building principal)	$50.00 per hr Maximum 100 hrs
Secondary Counseling/Ancillary Staff Evening Event Lead (As designated by the building principal and equitably divided amongst counseling staff)	$200.00
LETRS Training Completion* ● Successful completion qualifies applicable staff to move one lane forward (ex. MA to MA+15) ○ Moving from BA+18 to MA is not permitted as you must complete a MA program to move to the MA scale ● For applicable staff who are already at the highest education level offered, completion of this program will be compensated by module (two (2) in total) *Any professional employee who elects to complete the LETRS training must obtain prior approval and must complete the program within the timeframe specified by the program	$1500 per module, no more than $3000 total

administrator. Failure to complete both modules of the program within its assigned timeframe will result in the employee being removed from the cohort and the employee must repay the district for any programmatic enrollment costs that were incurred based on the prior approval. This does not prohibit an employee from attempting to program again, but the same policies would apply.	
MASSP Path to Leadership ● Successful completion qualifies applicable staff to move one lane forward (ex. MA to MA+15) ○ Moving from BA+18 to MA is not permitted as you must complete a MA program to move to the MA scale	

APPENDIX F - LOA

Leaves of Absence and Benefits

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

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

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

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

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

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

a. Under Article XIII, Section C, and under Article XIV, A #1, return from an unpaid child care leave shall only be at the beginning of a semester.

b. Under the FMLA, return from an unpaid medical and/or child care leave depends upon how close the return is to the end of the semester. The act provides that the employer must return the teacher during the semester unless it is close to the end of a semester under specific conditions detailed in 825.602 of the FMLA regulations.

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

Kearsley Community Schools

Your Rights Under The Family and Medical Leave Act of 1993

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

Reasons For Taking Leave

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

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

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

Advance Notice and Medical Certification

The employee may be required to:

- Provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions, at the employer's expense, and a fitness-for-duty report to return to work.

Job Benefits and Protection

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination,

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

For Additional Information:

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

Information derived from:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington D.C. 20210

WH Publication #1420
June 1993
GPO: 1994-152-635

APPENDIX G - RETIREES

Any retiree, defined as someone who has filed paperwork with the Michigan Office of Retirement Services, and is employed by the district, will work under a one-year renewable contract, with the district making a renewal decision by June 1st each year. If workforce reductions become necessary, the district will prioritize reducing positions held by retirees.

Exceptions will be made only in cases of special designations, such as Special Education, Career and Technical Education (CTE), World Languages, or similar areas, where retaining a retiree may be essential while reducing other general positions.

Retirees who have access to healthcare from the Michigan Office of Retirement Services will only be eligible for the cash-in-lieu benefit for healthcare. The district will provide this benefit at the highest amount specified in the cash-in-lieu table outlined in the KEA contract. Retirees who do not have access to healthcare from the Michigan Office of Retirement Services will be provided healthcare as outlined in the KEA contract. Retirees will be included in the count of all members for cash-in-lieu purposes. Additionally, all retirees will receive the same dental and vision benefits as specified in the KEA contract.