MASTER CONTRACT

2026-2028

KEARSLEY COMMUNITY SCHOOLS BOARD OF EDUCATION

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KEARSLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 2026 to June 30, 2028

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ARTICLE I - Recognition

A. The Board of Education recognizes the Kearsley Educational Support Personnel Association (KESPA) as the exclusive representative of all full-time and regular part-time clerical, secretarial, and media aide employees; excluding confidential employees, temporary employees, substitute and students enrolled for work experience or credit.

ARTICLE II - Board Rights

A. The KESPA recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, on behalf of the public, all the operations and activities of the Kearsley Community School District to the full extent of the law.

B. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to the following:

1. Full and exclusive control of the management of the school district; the supervision of all operations; the methods, processes, means and personnel by which any and all work will be performed; the control, property, and the composition and assignment of the size and type of its working forces.

2. The right to change or introduce new operations, methods, processes, and the right to determine to what extent work shall be performed by bargaining unit members.

3. The right to hire, establish and change work schedules, set hours of work; establish and eliminate classifications, assign, transfer, promote, demote, release and lay-off bargaining unit members.

4. The right to determine qualifications of bargaining unit members.

5. The right to discipline, suspend, and discharge bargaining unit members and to maintain an orderly, effective, and efficient operation.

C. Waiver:
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the Agreement. Therefore, the District and the KESPA for the life of this Agreement each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; however, either party may request that negotiations be open and for a specific purpose, and, upon consent of the other party, negotiations shall take place on issues specified.

D. Entire Agreement:
This contract constitutes the sole and entire Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the life of the contract.

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

F. Severability:
If any provision of the Agreement or any application of the Agreement to any bargaining unit member shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

ARTICLE III - Association Rights

A. KESPA shall have the right to use building facilities and equipment consistent with Board policy. KESPA shall pay for the reasonable cost of all materials and supplies incident to such use. KESPA shall have reasonable use of inter-school mail services.

B. The parties agree that union business shall not be conducted during work hours. However, the parties also realize that union officers from time to time need to perform association duties. Toward this end, the parties agree that union officers may be released from their regular duties, at times mutually agreeable to their immediate supervisor(s), up to one hour per semester.

The Association president or designee shall be provided with five (5) release days annually to conduct Association business and/or attend Association conferences. Requests for release time shall be made in writing two (2) weeks in advance and approved by the Superintendent or designee.

C. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in any financial institution.

D. The Board agrees to provide voluntary deductions as approved by the Board and the bargaining unit such as: annuities, charitable contributions, insurance, etc.

E. Once enrolled, the Business Office of the Kearsley Community Schools shall not be required to make more than one change in enrollment status of any approved deduction plan during the school year. Request for more than one change, due to extenuating circumstances, shall be in writing and shall be approved, if a reason satisfactory to the employer is provided.

F. Each bargaining unit member shall have access to and right to inspect and to acquire copies of their personnel file in accordance with the provision of Public Act 397.

G. No person or persons shall be discriminated against on the basis of race, age, sex, creed, color, national origin, marital status, or membership in or association with the activities of KESPA.

H. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member may choose to freely organize, join and support KESPA for the purpose of engaging in collective bargaining or negotiations. 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 Bargaining Unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages or any terms or conditions of employment by reason of his/her choice of membership in KESPA, his/her participation in any activities of KESPA or collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

I. 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 IV - Working Hours

A. The regular full-time working day shall be eight (8) hours for secretaries and seven (7) hours for clerks. Any KESPA member work day shall include two (2) fifteen minute breaks. If a KESPA member chooses to take a lunch break, they must sign out and back in through the district's provided electronic platform.

B. When overtime work is required, the bargaining unit member shall be compensated at the rate of one and one-half (1½) his/her regular rate of pay or shall be given equal compensatory time off. Compensatory time shall be scheduled by mutual agreement between the bargaining unit member and his/her immediate supervisor. Compensatory time will not be accumulative year to year unless the bargaining unit member is given special permission by his/her immediate supervisor.

C. By June 1st of each year, Administration shall provide the negotiated calendar identifying the work days for each category. Each bargaining unit member shall complete their calendar, making adjustments needed in their beginning and end dates by mutual agreement of their building supervisor(s). The finalized calendar will be submitted to the KESPA President with signatures from the member and the building supervisor(s) no later than the last student day of the current school year.

   In the absence of a negotiated calendar, the first date that the Board can set as the first day of school for students shall be used in setting the work year calendar for bargaining unit members. If a school calendar is subsequently negotiated and ratified, bargaining unit members will be notified and be given the opportunity to make changes in their work calendars previously submitted.

D. If a bargaining unit member is required to work beyond their regularly scheduled work day for Parent Teacher Conferences, they will be compensated for hours worked by completing the appropriate electronic pay form. KESPA members may also choose to have a mutually agreed upon district professional development date selected as a non-report day, so long as the hours of the parent teacher conferences match the hours of the district professional development date. This compensation for secretaries will be equivalent to the amount received for working a full day. This compensation for clerks will be equivalent to working 8 hours. This compensation for media clerks will be equivalent to working 6 hours. Bargaining members who worked conferences in the past will be given the choice of working it again, unless working it is required by administration.

E. Two bargaining unit members in each building shall be provided training in First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) use at Board expense, with such training maintained in accordance with the requirements of the certifying agency. When training occurs outside the regular workday, bargaining unit members shall receive compensatory time or compensation at their contractual rate. Bargaining unit members shall not be required to provide medical care beyond the scope of the training received, and their responsibilities shall be limited to emergency response consistent with applicable law.

   Bargaining unit members shall not be required to administer medication to students except as authorized by district policy, state law, and appropriate training. Authorized medication administration shall occur only pursuant to written parental/guardian consent and written direction from a licensed healthcare provider, which is in accordance with district policy and consistent with Michigan law. Such authorization may include commonly administered medications in school settings, including oral, topical, and emergency medications such as inhalers, epinephrine auto-injectors, Glucagon/Insulin, eye drops/nasal sprays, and other life-saving interventions. Nothing herein shall require bargaining unit members to perform routine or ongoing medical treatment beyond the scope of the training they have received or legal authority.

   The District shall maintain policies consistent with the Michigan Revised School Code and shall provide appropriate training for designated employees. The District agrees to defend, indemnify, and hold harmless bargaining unit members from liability arising from the good-faith provision of first aid, CPR, AED use, or authorized medication administration under this provision, except in cases of gross negligence or willful misconduct.

F. Inclement Weather:
   During periods of school interruption caused by what shall be referred to as an “Act of God”, where professional staff does not work, bargaining unit members will not report. If asked to report, bargaining unit members will be paid at double time; and if unable to drive, the supervisor will pick up the bargaining unit member.

   Bargaining unit members will be paid for those days canceled that do not have to be made up pursuant to State law. If days must be rescheduled, bargaining unit members will be paid for days worked.

   If school is dismissed early due to an “Act of God”, bargaining unit members will be allowed to leave the premises after notification from the Superintendent or his/her designee.

G. For the duration of the Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

H. For the duration of this Agreement, the work year for all classifications shall be as per current practice. Exceptions may be made by mutual agreement.
Bargaining unit members work year shall be defined by the following categories:

Category I - District Float

Work schedule shall be student days only including any district professional development dates. District Float will be required to attend the annual Board training date(s) in August of each year. Annual online training may be completed at home, but must be finished before the first day of school.

Category II - Elementary Clerk

Work schedule shall be student days only including any district professional development dates. Clerks will be required to attend the annual Board training date(s) in August of each year. Annual online training may be completed at home, but must be finished before the first day of school. The building principal shall have six (6) additional days per individual to designate at his/her discretion, to be used commensurate with the needs of the buildings.

Category III - Secretary

Work schedule shall be five (5) days before the first student day and five (5) days after the last student day including any district professional development dates. Secretaries will be required to attend the annual Board training date(s) in August of each year. Annual online training may be completed at home, but must be finished before the first day of school. The building principal shall have ten (10) additional days per individual to designate at his/her discretion, to be used commensurate with the needs of the buildings. These do not have to be spread amongst all secretaries in the building.

Category IV - Administrative Secretaries

Work schedule shall be ten (10) days before the first student day and seven (7) days after the last student day including any district professional development dates. Administrative Secretaries will be required to attend the annual Board training date(s) in August of each year. Annual online training may be completed at home, but must be finished before the first day of school. The principal shall have ten (10) additional days (twenty (20) additional days for the high school) to designate after the last school day, at his/her discretion, to be used commensurate with the needs of the building throughout the months of June, July, and August.

The work days before the first student day and after the last student day identified above can be shifted to meet the needs of the building principal and secretary/clerk by mutual agreement.

H. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

I. It shall be the Board's responsibility to provide proper training and support when new or updated technology, equipment or jobs are implemented.

J. Absence of Administrative Secretary:
It is the responsibility of the building principal to secure a substitute or coverage when an Administrative Secretary calls in for a short term absence. Other arrangements for securing a substitute may be made by mutual agreement between the Administrative Secretary and principal.

Administrative Secretaries shall call the appropriate principal by 6:00 am at the secondary school and 7:15 am at the elementary schools.

Substitutes or coverage for all other absences will be mutually agreed to by the principal and Administrative Secretary.

ARTICLE V - Paid Leaves

A. Sick leave will be granted to all clerical bargaining unit members on the basis of category and are accumulative to 125 days. Those days are provided in the table below:

Category	Sick Days
I	9 days
II	9 days
III	10 days
IV	12 days

The appropriate number shall be granted by July 1st of each school year. Sick leave is to be used for absence caused by illness or physical disability or for quarantine of bargaining unit members in case of contagious disease, such as quarantine having been imposed by the health authorities. Pregnancy-related illness or disability shall be treated as any other illness or disability. Sick days accumulated (up to 125) will be paid upon retirement at a rate of $50/day. Forms will be provided by the administration.

B. Legitimate and ethical reasons for sick leave are:
    1. Illness or physical disability of the bargaining unit member.
    2. Illness and/or death in 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.

C. A bargaining unit member will give notice of impending absence and anticipated length of absence as soon as practicable. Any change in anticipated date of return shall be promptly reported. A doctor's statement may be required when there is a doubt as to the legitimacy of sick day utilization.

D. Bereavement Days: Bargaining unit members shall be granted up to five (5) consecutive days in case of the death of each member of the immediate family. The immediate family shall include step parents, siblings, in-laws, uncle/aunt, grandparents, and grandchildren. In the event of the death of spouse, child or parent, a total of five (5) consecutive days shall be granted (Refer Article V, ¶B, ¶2). Any use of bereavement time begins upon the death of the family member or at the time of service. If a service is held more than 100 miles away, an additional one (1) day may be granted at the discretion of the Superintendent or designee.

E. Three (3) personal days per year (non-accumulative as personal days) may be used from accumulated sick leave (Article V. A) with approval of the supervisor. All personal days must be taken on regularly scheduled work days.

F. Bargaining unit members shall be paid for the following holidays when they fall within their work year:
    1. Friday Before Labor Day, 1; Labor Day, 1; Thanksgiving, 2; Christmas Eve, 1; Christmas, 1; New Year's Eve, 1; New Year's Day, 1; Good Friday, 1; Monday after Easter, 1; Memorial Day, 1;
    2. On days prior to holidays, bargaining unit members shall be excused from work, with pay, no later than one-half (1/2) hour after teaching staff is dismissed for the day.
    3. Bargaining unit members will receive three (3) floating holidays to be used on a regularly scheduled work day.
    4. If the school year starts after Labor Day, bargaining unit members who work student days shall receive two (2) additional floating holidays to be used together either at Christmas break or spring break.

G. Bargaining unit members who are on unauthorized leave the day before or the day after a holiday will forfeit said pay for holiday. A bargaining unit member off sick the day before or after the holiday will be required to submit medical proof of illness /doctor's visit in order to receive holiday pay.

H. Bargaining unit members shall be eligible for the following paid vacation benefits:
    1. Bargaining unit members shall earn vacation time at the rate of ½ day per month, excluding July and August, until they reach two (2) full years of employment in the district. An earned day of vacation is equal to the number of hours an employee works in their contractual day. Bargaining unit members completing two (2) full years of employment with the district will receive vacation credit by July 1st of each school year following the bargaining unit member's second anniversary as follows
        a. Two (2) through seven (7) years - 1 week with pay.
        b. Eight (8) years and over 2 weeks with pay.

    2. Vacation time shall be prorated in the year a bargaining unit member leaves the district. Vacation time shall be used within 365 days of being earned. Unused vacation time shall be forfeit if not used or cashed out.

3. Bargaining unit members may take vacation time on weekdays they are not normally scheduled to work.
4. Vacation time shall be prorated in the year a bargaining unit member leaves the district. Vacation days shall be non-accumulative.

I. Vacation requests will be approved by the appropriate supervisor at least thirty (30) days in advance. Vacation requests received later than thirty (30) days prior may also be approved. Approved vacation schedule may only be changed in emergency situations. New hires may not use accumulated vacation prior to the beginning of the sixth (6th) month of employment in the district. Requests to use vacation time the week immediately following the employees last normal work day can not be denied. Unused vacation time may be cashed out at the end of the year. However, such time must be requested prior to the members' last day working for the school year.

J. Bargaining unit members who are called for jury duty during the work year shall be docked in pay until proof of attendance is provided to the Personnel Office. Upon receipt of proof of attendance, the bargaining unit member will be reimbursed his/her regular daily wage less any compensation received as a result of his/her court responsibility.

K. No bargaining unit member shall suffer loss of pay or accumulated sick leave as a result of any work related injury, illness or disability for the first seven (7) days of such injury, illness or disability.

L. In the event a bargaining unit member is upgraded to a new position, that bargaining unit member will receive full credit for past unit seniority toward vacation time.

ARTICLE VI - Unpaid Leaves

A. Upon expiration of accrued sick days, a leave of absence for illness or disability may be granted for a period not to exceed twelve (12) months. Family Medical Leave (FMLA) shall run concurrently with sick leave. Leave for personal reasons may also be granted, but it shall not be required that accrued sick leave be used in order to qualify for such leave. The bargaining unit member may request in writing that the leave be extended for a second year but the leave shall require approval by the Superintendent or his designee.

B. Upon return from leaves of absence, the bargaining unit member will be reinstated to his/her former position provided that the leave is no longer than ninety (90) calendar days.

C. Bargaining unit members on leave for more than ninety (90) calendar days and for up to two (2) years will be granted the first available bargaining unit position within the classification they left. If there is no available position at the end of his/her leave within the classification the bargaining unit member left, the Board shall be obligated to return the bargaining unit member to a vacancy within the classification he/she left for up to two (2) years after the conclusion of the leave, the Board will have no further obligation to rehire the bargaining unit member beyond the two (2) years following the conclusion of his/her leave.

Bargaining unit members on leave should notify the district in writing thirty (30) days, and in no case less than two (2) weeks, prior to the date they desire to return to employment. A bargaining unit member on leave may apply at any time during his/her leave to return to

employment in his/her classification and his/her return may be approved. He/she may also apply for any other bargaining unit vacancy at any time but must be qualified (i.e., testing, interview and related experience/aptitudes) to be considered.

If a bargaining unit member applies for and is selected for a position that is not in his/her classification (the one he/she was in when he/she went on leave), then the Board has no further obligation to return the bargaining unit member to the classification he/she was in when he/she went on leave. The bargaining unit member may, however, apply for a vacancy in his/her former classification.

D. Application and approvals for leaves and extensions of leaves shall be in writing and shall state beginning and ending dates of such leaves.

ARTICLE VII - Vacancies, Transfer, Reclassification, Seniority, Elimination, Lay-Off, Recall and Promotions

A. The transfer, assignment and/or promotion of bargaining unit members shall be the sole responsibility of the Board, subject to the following:

1. Notice of vacancies (openings and/or new positions) shall be provided to all KESPA members within or below their current classification position (District Float, Clerk, Secretary, Administrative Secretary) for transfer requests. Employees may transfer to a position within or below their current classification, but can not transfer above their current classification. Each classification will have three (3) working days to respond.

   If a vacancy is not filled through the transfer process, the position shall then be posted internally and externally. However, any bargaining unit member who applies for an open vacancy shall be granted an interview.

   All transfers are subject to the following:

   a. The member must be scored with "*3 = meets, above, or exceeds expectations*" or better, for the six categories of their most recent evaluation to be considered for a transfer.
   b. In the event that multiple members within or above the category of the open position apply and meet the qualifications stated in (1a), the administrator will interview candidates to determine which employee receives the transfer.

2. In the event that no transfer requests are received by the Personnel Office, the position will be posted both internally and externally within 15 calendar days. The district will make every effort to fill the position in a timely manner.

3. The ability, experience, training, and capability of all applicants or candidates shall be reviewed and considered by the administrators involved. In cases where above factors are considered equal, preference shall be given in order of seniority.

B. A reclassification is a change in the employee's present job classification.
    1. The *Contract Management Committee* (CMC) will review/revise job descriptions and develop a written procedure for the purposes of reclassification.
    2. Reclassification requests may be made only by employees who have worked in their current position for more than six (6) months.
    3. Applications for reclassification shall be accepted every odd year during the months of September through November.
    4. When an employee believes that the duties and responsibilities of their position have substantially changed, the employee may initiate a job reclassification review by making a written request to the appropriate Personnel Director and the Association.
    5. CMC shall meet within twenty (20) work days of receipt of the request by the personnel office. If, after meeting, the CMC agrees that additional information is needed, the timeline may be mutually extended. For no more than thirty (30) workdays. CMC may request the input of the immediate supervisor.
    6. CMC will make the final determination as to whether or not a position is eligible for a reclassification within twenty (20) workdays from receipt of all additional information.
    7. All reclassifications approved by CMC shall be retroactive to the date the reclassification request was received by the Personnel Director.

C. Seniority:
    1. Bargaining unit members shall be regarded as temporary bargaining unit members until they have completed the ninety (90) calendar days probationary period. There shall be no responsibility for the re-employment of temporary bargaining unit members if they are laid-off or discharged during this period.
    2. Upon successful completion of the ninety (90) calendar days probationary period, the bargaining unit member's seniority shall be counted retroactively to the individual's first day of employment with the district in the bargaining unit.
    3. The seniority list of August 2000 shall stand as accurate for prior years as it has been verified with members. Each year in September, through the CMC process, the seniority list will be updated. In the event of a layoff, all ties shall be broken by a drawing of the parties involved.
    4. The seniority year shall be computed starting on the first (1st) day of July and running through one (1) complete year to June 30. Any day worked during this time shall count towards seniority but may not result in more than one full year of seniority.
    5. Seniority will be computed based on a member's work schedule. The following formula will be used to compute the percentage of seniority earned:

        Hours worked per *day divided by 8 hours (a standard work day) equals seniority earned.

        Example: 4.75 hours per day ÷ by 8 hours = 59% of a year's seniority.

        *Does not include overtime or substituting outside of classification.

        If the work schedule is adjusted during a school year, seniority will be recalculated based on time worked within each position/schedule.

    6. Seniority shall not be accrued when on a non-paid leave of more than ninety (90) days.

7. When a bargaining unit member leaves the bargaining unit, but remains a district bargaining unit member, his/her seniority shall be frozen as of his/her last day in the bargaining unit. He/she may not use his/her frozen seniority to bump back into the bargaining unit. Should he/she apply for a vacancy in the bargaining unit and be hired for it, then his/her seniority accrual will begin where it was frozen when he/she left the bargaining unit. A bargaining unit member who terminates employment with the district loses all accumulated seniority.

D. Elimination, Lay-Off and Recall:
   1. When it is necessary to eliminate a position of a bargaining unit member(s), said member(s) will be given thirty (30) day notice. The following process shall occur in this order:
      a. Transfer to a vacant position within the current classification or transfer to a vacant, previously-held position in a higher classification.
      b. Bump the least senior member within the current or any lower classification, if the member holds sufficient seniority.
      c. Transfer to a vacant position in a lower classification.
      The above order may be changed only to maintain the same hours.

   2. When it is necessary to lay-off bargaining unit members, layoff will be made with a thirty (30) day notice and shall be in reverse order of seniority by classification. A laid-off bargaining unit member may, if he/she has sufficient seniority, bump the least senior person in his/her current classification, or in a lower classification, or in a classification in which the bargaining unit member previously gained sufficient seniority.

   3. Laid-off bargaining unit members shall be put on a list for recall. Seniority shall be frozen as of the effective date of lay-off. If, after three (3) years the bargaining unit member has not been recalled, he/she shall be dropped from the recall list and shall lose his/her seniority.

   4. Recall shall be in order of seniority so long as the laid-off bargaining unit member is qualified to fill the available openings. No new hires shall be made when a qualified bargaining unit member is on the layoff list.

   5. When a position is instituted with special funding, the bargaining unit member shall be notified prior to beginning work of the temporary nature of the position. When funding shall cease or a bargaining unit member shall no longer be eligible for employment under that program, that person shall be notified in writing of his/her termination. A bargaining unit member so affected shall automatically be placed on the recall list by seniority (as provided in Article VII, ¶C, ¶3) unless notified in writing that his/her work has been unsatisfactory.

      The procedure for determining satisfactory work performance shall be:
      a. A written evaluation by the bargaining unit member's immediate supervisor will be conducted at least once annually or during the term of employment if the term is less than one (1) year.
      b. A bargaining unit member whose annual evaluation is deemed unsatisfactory and reaffirmed ten (10) days prior to severance shall not be included on the recall list as provided above.

6. When it is necessary to reduce hours in a member's current position, members of the bargaining unit may, provided they have sufficient seniority, follow the process below to restore up to their previous hours per day. Bargaining unit members must exhaust each of the steps below, in the order presented, before moving to the next step in the process.
    a. Bump the least senior person within his/her current classification to restore hours up to his/her previous hours per day.
    b. Bump the least senior person in a lower classification to restore hours up to his/her previous hours per day.
    c. Bump the least senior person in the next higher classification in which the bargaining unit member had previously gained seniority to restore hours up to his/her previous hours per day.
    d. Bump the least senior person in the next higher classification in which the administration deems the employee qualified. Testing, interview and related experience/aptitudes will all be considered. Bargaining unit members successfully utilizing this step in the process may do so one (1) time during their employment with Kearsley Community Schools.

E. It shall be the responsibility of the bargaining unit member to provide the employer a two (2) week notice prior to voluntary severance of employment.

F. When a bargaining unit member is promoted to a higher classification, he/she shall be moved to the appropriate classification on the salary schedule at the one (1) year less experience rate for ninety (90) days. After ninety (90) days, if performance has been satisfactory, he/she shall be moved up to the next experience level. In no case shall the promotion be paid less than he/she received in the previous position.

G. Secretaries who report directly to the building principal, director or administrator will be classified as "administrative secretary". This classification will apply to only one (1) secretarial position per building. The positions affected are: Dowdall Principal's secretary, Fiedler Principal's secretary, Weston Principal's secretary, Armstrong Principal's secretary, and High School Principal's secretary. This reclassification will not create any vacancies in the above listed positions.

ARTICLE VIII - Discipline, Discharge and Evaluation

A. Discipline and Discharge:
Each bargaining unit member shall be informed of job expectations. No bargaining unit member shall be disciplined, demoted, or discharged without just cause and due process. The Board agrees to follow a policy of progressive discipline. Any discipline taken against a bargaining unit member will be appropriate to the behavior which precipitated the discipline. Any resulting disciplinary action shall be in writing and a copy shall be given to the bargaining unit member.

1. Evaluation of Clerical Staff:

2. The work performance of all clerical staff shall be evaluated in writing a minimum of

once each year for the first three (3) years of employment and a minimum of once every other year thereafter.

3. If a bargaining unit member changes job classification, then the bargaining unit member shall be evaluated a minimum of once each year for the first three (3) years of employment and a minimum of once every other year thereafter.

4. If a bargaining unit member is scored less than "*3 = meets, above, or exceeds expectations*" in any one of the six categories of their most recent evaluation, the member will be evaluated the following year, no matter what rotation cycle of evaluation they are in.

5. Evaluations shall be conducted by the bargaining unit member's immediate supervisor.

6. A copy of the written evaluation shall be given to the bargaining unit member.

7. Each bargaining unit member may attach a written response to each evaluation.

8. Any changes to the evaluation tool will be provided, in writing, to the bargaining unit prior to September 1. The bargaining unit will have 30 calendar days to review and request clarification of the tool, prior to the implementation and use of the tool for evaluation purposes.

ARTICLE IX - Grievance Procedure

A. Definition: A grievance shall mean a complaint by a bargaining unit member that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement. As used in this Article, the term "bargaining unit member" may mean a group of bargaining unit members having the same grievance. An abeyance is a state of temporary suspension, deferment or temporary postponement.

B. The bargaining unit member who feels that he/she has a grievance should first take the matter up verbally with the principal of the school or the bargaining unit member's immediate supervisor within ten (10) working days following the act or condition which is the basis of his/her grievance or his/her reasonable discovery of the act or condition. The Principal/Supervisor will attempt to resolve the problem with the bargaining unit member.

C. If this fails to resolve the grievance, it shall be reduced to writing, specifying the section of the contract allegedly violated, the violation and the remedy sought.

D. Within five (5) working days of receipt of the written grievance, the principal/supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. The time of the conference shall be mutually agreeable to both parties. The bargaining unit member may appear personally or he/she may be represented by KESPA or both. Such conference shall be scheduled at a time when there is no disruption of normal routine and duties of the bargaining unit member.

E. Within five (5) working days of receipt of the written grievance, the principal/supervisor shall answer such grievance in writing.

F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such an answer, the principal/supervisor's decision will be final.

G. If KESPA does not accept the principal's answer, or if no answer is received in a timely fashion, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within five (5) working days.

H. Within five (5) working days of receipt of the written appeal, the Superintendent or his/her designated representative will hold a conference to satisfactorily resolve the grievance.

I. Within five (5) working days, or longer if mutually agreed to, the Superintendent or his/her designated representative shall answer in writing. Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the Superintendent's written decision.

J. If KESPA is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board of Education.

K. The Board, not later than its next official meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance, in writing, by the Board shall be made no later than seven (7) calendar days following the hearing.

L. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an impartial arbitrator; he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. 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 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.

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

N. The time limits provided in this section shall be strictly observed, but may be extended by mutual written agreement of the parties.

O. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.

P. If a grievance arises from the action of an authority higher than the immediate supervisor of the bargaining unit member, KESPA may present such grievance at the appropriate step of the grievance procedure.

Q. 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 process may be implemented only after all internal dispute resolution procedures available through the health insurance plan have been exhausted. For those matters reaching arbitration, the arbitrator will have 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.

R. 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 X - Fringe Benefits

A. Pursuant to the authority set forth in the School Code as amended, and Section 125 of the Internal Revenue Code, the Board agrees to furnish all full-time bargaining unit members (see Section 7 below) the following insurance protection upon completion of thirty (30) working days:
    1. Hospitalizations and Medical Protection for members hired **after** July 1, 2010.
        a. The district shall provide to the eligible KEPSA members agreed upon MESSA health insurance that has been mutually agreed upon through the bargaining process. Beginning January 1, 2017, the Board shall pay the premium/taxes/fees towards the health insurance plan subject to the hard cap limits for single subscribers per PA 152. Should the premium/taxes/fees be less than the maximum allowed under PA 152, the District will deposit the difference in 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. Any premium/taxes/fees that exceed the hard cap, will be the responsibility of the employee to ensure the premium costs are paid in full.

        b. Eligible bargaining unit members not taking health insurance provided in A.2 above, will be provided an annual cash option using the table below, to be disbursed based upon the number of pay periods selected by the member. Bargaining unit members may contribute this and other income to annuities of the bargaining unit member's choice from the list of approved annuity plans.

# of Members	Cash Option Amount
0 - 3	$1750
4 - 6	$2000
7 +	$2250

c. In an effort to promote longevity and promotion within the membership an eligible member not selecting the cash option in A. 2. b, will be offered expanded coverage once a defined timeline of consecutive service is reached as noted in the table below. This will include a choice of either maintaining single coverage with an additional cash stipend or the ability to buy into a higher tier of insurance.

	Less than 5 Years of Service	**Five (5) Years of Service**	**10+ Years of Service**
Administrative Secretary	Cash stipend of $1500 OR 75% of 2 person or Full Family	Cash stipend of $2000 OR Fully Funded to the Hardcap for 2 person or Full Family	Cash stipend of $2500 OR Fully Funded to the Hardcap for 2 person or Full Family
Secretary or Clerk	N/A	25% of 2 person or Full Family	50% of 2 person or Full Family

Example below is for illustrative purposes only

Costs to the employee: *Secretary*
After ten (10) years of consecutive service, a secretary chooses to utilize the Expanded Coverage option to move from Single to Full Family.

Here is an example of how the costs would be calculated:
Full Family Coverage:

Premium Cost:	$23,000	Single Coverage:	$8,000
District Hard Cap Limit:	$22,000	District Hard Cap Limit:	$7,500

For Expanded Coverage, moving from Single to 2 Person, or Full Family, the employee will pay %50 of the difference between the cost of the Single Coverage Premium and the 2 person or Full Family Premium.

If the cost of the premium is less than the hard cap, the employee will have the remaining difference deposited into their HSA account during the last pay period in December, when the current plan year ends. If the cost of the premium exceeds the hard cap, the employee must pay the Expanded Coverage cost and the cost that exceeds the hard cap.

Understanding that the district's benefit compensation will not exceed the hard cap, here is how a determination of costs to the employee will be calculated.

Since the Full Family (or chosen plan) and Single premiums exceed the hard cap, the hard cap

costs will be used to determine the Expanded Coverage cost.
$22,000 - $7,500 = $14,500
@ 50% = $7,250
With the premium cost exceeding the hard cap, an additional $1,000 would also be the responsibility of the employee to pay. This would bring the total out of pocket costs for the employee to $8,250

The Expanded Coverage costs would be divided equally across the employees pay periods.

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

2. Long Term Disability Insurance
   The Board shall provide without cost to the bargaining until member, Long Term Disability Insurance ensuring payment to the bargaining until member in the event of long term disability, a monthly income benefit equal to sixty (60) percent of basic monthly earnings to age sixty-five (65), with equal benefits beyond sixty-five (65), but with lesser duration in accordance with the Department of Labor guidelines. This long-term disability benefit will start after seventy-five (75) consecutive working days of total disability in accordance with the terms of said policy.

3. Life Insurance
   The Board shall provide without cost to the bargaining until member a $35,000 life insurance policy to age sixty-five (65). Upon reaching age sixty-five (65), such insurance coverage shall be reduced to a level of insurance purchasable by equal contribution as all bargaining unit members less than age sixty-five (65).

4. Dental Insurance
   Family dental insurance shall be provided without cost to the bargaining until member with the following benefits:

Routine Treatment	80%
Major Treatment	80%
Orthodontic Treatment	75%
Subject to the following annual and lifetime limits	$750 Annual Maximum
	$750 Lifetime Maximum

5. Optical Insurance
   The Board shall provide without cost to the bargaining unit member, full family optical insurance.

6. The above coverage is provided subject to the limitations and provisions in force in such policies. The Board in no way assumes liability for disputes arising between the bargaining unit members and the insurance carrier.

7. Full-time for purposes of this article shall be defined as seven (7) hours per day of employment.

ARTICLE XI - Compensation

Each bargaining unit member shall be placed on the salary schedule, Appendix A, according to classification and year of experience.

A. Longevity pay shall follow the chart provided below. Payment shall be made on the first payroll in December following his/her anniversary date and every year thereafter.

At 10-14	At 15-19	At 20-24	At 25+
$850	$1000	$1250	$1500

B. Full-time bargaining unit members may receive their salary on an equal pay plan of twenty-one (21) or twenty-six (26) pays. Halftime bargaining unit members with two (2) or more years of service in the district may receive their salary on an equal pay plan of twenty-one (21) or twenty-six (26) pays.

   Employees hired after July 1, 2026, will no longer be eligible for the equal pay plan and will be paid hourly per your approved calendar.

C. Direct deposit shall be mandatory for all KESPA members beginning August 1, 2006.

D. The board may grant up to two (2) years of prior service for salary schedule purposes only. This would take effect after the 12 week probationary period has been successfully completed.

ARTICLE XII - 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 to discuss topics and resolve issues and problems.

C. Nothing in this article shall be construed to prevent the bargaining unit member 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 IX, ¶B of this agreement is delayed until a solution or recommendation is made by the CMC.

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

E. Issues or problems may be referred by the CMC, the Union, the Board, or a bargaining unit member to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

ARTICLE XIII - Duration of Agreement

Kearsley Community Schools Board of Education
and
Kearsley Educational Support Personnel Association

This Agreement shall be effective as of July 1, 2026, and shall continue in effect through the last day of August, 2028.

Chad Langworthy, Board of Education - President
Kearsley Community Schools

6-5-2026
Date

Paul Gaudard, Superintendent
Kearsley Community Schools

6/8/2026
Date

Peter LoFiego, Deputy Superintendent
Kearsley Community Schools

6-8-2026
Date

Jamie Jenkins, KESPA President
Kearsley Community Schools

June 8, 2026
Date

Shelly Hill, KESPA Representative
Michigan Education Association

June 8, 2026
Date

APPENDIX A - Salary Schedule

2026-2027

	Beginning	At 1st Year	At 2nd Year	At 3rd Year	At 5th Year +
Administrative Secretary	$20.75	$21.75	$22.75	$23.75	$24.75
Secretary	$19.00	$19.50	$20.50	$21.75	$22.75
Clerk	$17.25	$18.25	$19.25	$20.25	$20.75
District Float*	$15.25				
Summer Training Rate	$20.00				

*First year of this position

2027-2028

	Beginning	At 1st Year	At 2nd Year	At 3rd Year	At 5th Year +
Administrative Secretary	$22.25	$23.25	$24.25	$25.25	$26.25
Secretary	$20.00	$20.50	$21.50	$22.75	$23.75
Clerk	$18.25	$19.25	$20.25	$21.25	$21.75
District Float	$16.25	$17.00			
Summer Training Rate	$20.00				

APPENDIX B - Miscellaneous Agreements

Kearsley Community Schools
Memorandum

December 3, 1996

To: MESPA Secretarial Bargaining Team

From: Karen Hahn
Assistant Superintendent

RE: Temporary Summer Work

I am writing to confirm our conversation and understanding with you relative to temporary summer work at the Administration Building. For several years now we have hired a temporary bargaining unit member on an as needed basis to perform various clerical tasks throughout the Administration Building. The issue was raised last summer, and during bargaining this fall, as to whether this is work that should be done by your members.

It is our position that the work is not steady, only a very small amount falls into any description in your bargaining unit, and is simply temporary in nature. We thus hire a temporary bargaining unit member as is needed. Last summer, for example, an administrative secretary was off seven weeks and we needed unusual assistance.

In our discussions with you we agreed to:

1. Notify your members that there may be temporary and irregular summer work at a reduced rate at the Administration Building.
2. Provide a method for your members to indicate an interest in this summer work.
3. Give your members preference for this summer work, with first preference to any of your members working during the year in the Administration Building.
4. Consider seniority as one factor in the selection of your members for summer work.

We also agreed that what we discussed, and what I have set forth in this paragraph, is not contractual nor subject to the grievance procedure of your contract.