

MASTER AGREEMENT

BETWEEN THE

KENT CITY BOARD OF EDUCATION

AND THE

KENT COUNTY EDUCATION ASSOCIATION

2026-2027

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ARTICLE 1: RECOGNITION

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

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

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

ARTICLE 2: TEACHER AND ASSOCIATION RIGHTS

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

B. The Board undertakes and agrees that it will not discriminate against any teacher with respect to hours wages, or any terms or conditions of employment by reason of his membership in the Association or negotiations or his institution of a grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

D. The Association shall be granted Fourteen (14) Association days per year. The Association shall pay for the substitute for any days used in excess of six (6) days per year. The Superintendent or his designee shall be notified at least one week in advance of such leave. D. The Association shall have the right to use the school building facilities after

regular school hours for official business of the Association providing said use has first been cleared with the Administration.

E. The Board agrees to furnish the Association in response to written request from time to time such information as is available concerning the financial resources of the district, Treasurer's reports, census and membership data, names and addresses of all teachers and all other information that will assist the Association in developing constructive programs and which may be necessary for the Association to process any grievance.

F. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws. The rights granted to each teacher hereunder shall be deemed to be in addition to those granted elsewhere.

ARTICLE 3: BOARD OF EDUCATION RIGHTS

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

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

1. Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the employer.

2. Continue its rights and practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing;

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees pursuant with general school code, state and federal statutes;

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the schedules, standards of operations and the processes of carrying on the work, including automation thereof or change therein, the institution of new and/or improved techniques therein;

5. Adopt reasonable rules and regulations for implementing Board and School District policy

6. Determine the qualifications of employees, including the physical condition of employment;

7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities:

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies;

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public accounts;

10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from the Employees.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4: WORK DAY

A. Teachers of grades K-12 shall be present in their building at least 15 minutes before the beginning of the student day and remain in school at least 5 minutes after the end of the student day. This time shall not count as instructional minutes. Special arrangements for deviation from the above for personal reasons may be made with approval of the teacher's building principal.

   The elementary student day shall begin at 8:00 am and end at 3:00 pm; and the secondary student day shall begin at 7:55 am and end at 2:50 pm.

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

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

B. The Association and its members recognize that as a professional the proper discharge of teachers' responsibilities to his/her students and the School District will require him/her to devote time outside normal school hours to prepare lessons and plans, grade papers, attend staff meetings, meet with parents, and agree that these professional responsibilities will be met.

C. Teachers assigned to more than one building will be expected to attend only staff meetings in the building where they have the majority of their teaching responsibilities. Staff meetings may be conducted prior to subject to Article 11, Negotiations Procedures as herein provided.

D. The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. These shall be apportioned on a voluntary basis as much as possible but when necessary, shall be filled by appointment by the Building Principal on the basis of previous participation. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity, shall be seated with the students, and shall aid with the control and discipline of the student body.

E. Every teacher shall be entitled to a 30 minute duty free lunch period.

F. Teachers shall be at their respective stations ten minutes prior to their first class.

G. It is acknowledged that the primary duty and responsibility is to teach and that the organization of the school day should be directed towards ensuring that the energy of the teacher is primarily utilized to this end.

H. It is the intent of the school district to continue the practice of using non-instructional personnel to supervise recess duty.

ARTICLE 5: TEACHING CONDITIONS AND CLASSLOADS

A. Instructional Time and Preparation Periods
The parties agree that the district shall comply with state requirements for instructional time.

Instructional Time

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

Secondary: The normal weekly teaching load for grades 6-12 shall not exceed twenty-five (25) teaching periods per week. Actual instructional time not to exceed 316 minutes per day. No teacher in a departmentalized instructional program shall be required to teach more than four
(4) different preparations.

Preparation Periods

Elementary: The standard elementary teacher day shall include a duty-free 30-minute lunch, plus one 10-minute break. A minimum of fifty (50) minutes per day will be

allocated for preparation purposes. The use of this time for planning is at the teacher's discretion.

Secondary: The standard secondary teacher day shall include a duty-free 30-minute lunch. All teachers shall have access to one fifty (50) minute preparation period each day. The use of this time for planning is at the teacher's discretion.

The parties acknowledge the need for occasional adjustments to schedules for educational progress. However, such adjustments will be made with minimal disruption to teacher planning time. A maximum of one planning period per semester can be required for administrative purposes, with prior notification to affected teachers unless in the case of an extraordinary event. Any mandatory activities that occur during the preparation period will be compensated at the teacher's hourly rate. A maximum of four mandatory activities per year may be utilized by administration.

B. Class Size

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

DK	20
K	22
1-5	26
6-12	30

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

2. If class sizes exceed the ratios noted above and all possibilities to reduce and equalize class size have been exhausted, the Board agrees to pay the amount of $6.00 per student at the elementary and $1.20 per student at the secondary level for each day the negotiated class-size are exceeded.

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

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

D. Teacher Mentors

The parties agree that the teacher mentor and mentee relationship is critical in growing and developing new teachers. Those staff members who mentor first year teachers shall receive a $400.00 annual stipend per mentee. Those mentoring second and third year teachers shall receive $200 and $100 annual stipends respectively per mentee. The stipends will be paid upon completion of the mentor position responsibilities as agreed to by the parties.

ARTICLE 6: TEACHING ASSIGNMENTS AND TRANSFERS

A. Non-tenure eligible staff members affected by changes in assignment (subject to grade level) shall be notified by the 15th day of August prior to the opening of the school year. Vacancy in position shall be defined as a position presently unfilled. Non tenure eligible staff members shall not normally be assigned outside their teaching field, or subject matter area, except temporarily and for good cause. Temporarily shall be defined as not to extend beyond one year. Changes in assignment for tenure eligible staff members shall be governed by Board policy and corresponding administrative guidelines.

B. Vacancies in subjects and grade levels within the system shall be made available by the School District upon written request by the teacher, when vacancies arise or are anticipated. The Superintendent shall notify the Association and post notice of vacancies through email and in each school building no less than (10) school days before the position is filled. Applications of teachers in units affiliated with KCEA/MEA/NEA will be accepted and interviewed for vacancies. Said positions shall be filled on the basis of experience, competency, qualifications of the applicants. When experience, competency, and qualifications are substantially equal, the applicant with greater seniority shall be given preference.

C. A transfer is a reassignment of a teacher (bargaining unit member) from one subject area or grade level to another. Involuntary transfers may be affected by the School District. The purpose of the involuntary transfer shall be discussed with the non-tenure eligible staff member at least fifteen (15) days prior to the transfer. These transfers shall be normally made on the basis of the least seniority, but other factors such as qualifications, length of service in subject or grade level areas, shall also be considered.

D. Voluntary transfers may be made at any time a vacancy exists or can be mutually arranged to be filled. Requests for voluntary transfer shall be made in writing to the Building Principal setting forth the school, grade, subject area and position sought, with the applicant's qualifications. Receipt of the application and request for the transfer shall be acknowledged by the Principal's office. Requests for non-tenure eligible positions will be reviewed each year and transfer implemented with seniority being considered for placement. A record of the requests for voluntary transfers, transfer and related information pertaining thereto shall be made a part of the teacher's file. The process for reviewing and awarding voluntary

transfers for tenure eligible staff members shall be governed by Board policy and corresponding administration guidelines.

E. Involuntary transfers may be effected only for reasonable and just cause. Thirty (30) days'notice of the intention to transfer, specifying the reasons for the transfer and the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction in force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this agreement. No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State of Federal Law unless required by the statute.

F. In the event that any teacher agrees to work part-time, teach a class each day during his preparation period, or any similar "extra assignment," compensation shall be based upon the following formulas (pro-rated for less than full year assignments):
    1. Secondary: [1 / 5] x [number of sections] x [Individual's Base Salary]

    2. Elementary: [total minutes per day (not including lunch or passing)] - [contractual maximum minutes per day (see section 5)

    The teacher shall have the right to accept or reject such an assignment. The teacher will also have the right to teach during his preparation period without remuneration if he so desires.

G. Assigned noon duty where such duty cuts into the preparation period will be reimbursed at an hourly rate.

ARTICLE 7: LEAVES OF ABSENCE

A. PTO

Accrual

- The School District shall provide each Teacher with twelve (12) days of Paid Time Off (PTO) per school year.

Carryover

- At the end of the school year, beginning in the 2024/2025 school year, teachers may carryover a maximum of twelve unused PTO days may be carried over each school year to be added to any accrued leave.

- Teachers who have accrued sick days before the 2024/2025 school year will begin the school year with that amount of sick days. No days from prior to the 2024/2025 school year will be forfeited. Unused paid leave days may accumulate without limit as sick days.

- Employees with 15 or more years of service in the Kent City Community School District, upon retirement shall be reimbursed $75 for each unused sick leave/PTO day into a non-elective 403b of their choosing from the district's approved list of vendors.

Types of Leave

- PTO can be used for vacation, sick leave, personal days, or any other absence. PTO exceeding two (2) consecutive days requires prior written approval from the Administration.
- Short Notice Absence: PTO can be used for short-term absences due to unforeseen circumstances, such as sudden illness. Up to two (2) consecutive short notice days may be used without a doctor's note. Administration may request a doctor's note for absences exceeding two (2) consecutive short notice days.

Holidays and Breaks – Pre/Post Day PTO Requests

- Requests for paid time off (PTO) on the day before or after any scheduled school break or holiday will be approved in the order they are received.

- To be considered, requests must be submitted **at least 30 calendar days in advance** of the requested day.

- A maximum of two (2) teachers from the middle school, two (2) teachers from the high school, and three (3) teachers from the elementary school may be approved for PTO on these high-demand days.

- Once the limit is reached at each school level, additional requests will be denied.

- Teachers approved for a pre or post holiday will be ineligible to participate for the next two (2) years.

- The superintendent may grant the use of paid leave days of paid leave days outside the above parameters for special circumstances.

PTO Bank

- A PTO bank will be established to provide paid leave to Teachers who have exhausted their personal PTO allotment due to a documented medical emergency.
- The PTO bank will be overseen by a joint committee consisting of administrators and union representatives.
- Teachers with a PTO balance exceeding thirty (30) days may voluntarily donate two (2) days per year to the PTO bank.

Bereavement

- A teacher shall be allowed up to five (5) days per incident when his/her absence is required due to the death of immediate family. “Immediate Family” is interpreted to include father, mother, foster-parent, step father or mother, brother, sister, half/step brother or sister, niece or nephew, husband, wife, child (including miscarriage), foster-child, legally adopted child, parent-in-law, grandparent, grandchild or any other member of the family who has clearly stood in the same relationship with the teacher as any of these. Leave for the immediate family isn't charged against accumulated sick leave. One (1) of the five (5) days may be used to attend the funeral of someone not in the immediate family.

B. Teachers will notify the district’s absence reporting system at least 1.5 hours prior to the teacher's normal reporting time in the morning or the evening before.

C. While substituting for another association member, the teacher will receive cash payment for any substituting periods. Compensation will be $35.00 per substituting period.

D. LEAVES

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

1. Family and Medical Leave Act

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

a) the serious health condition of the employee; or
b) the serious health condition of the employee's spouse, parent, or child; or
c) the placement of a child for adoption or foster care; or
d) the birth of employee's son or daughter and care of the infant Child includes any individual under age 18 for whom the employee serves in loco parentis; a

child over age 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

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

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

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

Seniority shall continue to accrue during the FMLA leave.

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

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

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

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

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

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

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

Unpaid Leaves Available

Upon the submission of a request by the Employee, the Board shall grant a leave of absence for the reasons and under the conditions as follows:

1. Disability Leave: Any Unit Employee who has exhausted available paid leave days, upon written request, shall be granted a leave of absence without pay for up to one (1) full school year. Leave may be extended for an additional year upon approval from the Board of Education.

2. Military Leave: Military Leave of absence shall be granted to any Employee who shall be called or inducted to active service for military duty to any branch of the Armed Forces of the United States. Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system. Volunteers shall not receive benefits beyond their first (1st) enlistment. No provisions of this Agreement shall be applied to a person separated from the military service for other than honorable reasons.

3. Childcare Leave – provided that the child is a legal dependent of the Unit Employee requesting such leave shall be granted for up to one school year.

4. All other unpaid leaves of absence are subject to approval by the Superintendent or designee.

2. Child Care

Maternity Leave- Leave granted for the delivery of a baby will follow the rules set forth by FMLA. Up to 12 weeks shall be granted. Teachers may use their available paid leave time during this leave. Additional leave may be granted by the Superintendent depending upon circumstances.

a. Dependent Care Leave- This Leave shall be for up to one (1) year from the date of its commencement. Further extension may be granted by the Superintendent. Upon return from leave, the teacher may be assigned to the same or similar position provided a vacancy exists. All benefits shall be reinstated upon return.

b. Adoption and Guardianship Leave- Employees that have arranged and been notified that adoption or guardianship of a child has been secured, may take up to twenty (20) days leave, Employees may use their accumulated paid leave during this time off. The employee shall provide the Superintendent or his designee, with proper documentation from the appropriate authorities. When possible, at least six (6) weeks' notice should be given in writing of the intent to take an adoption leave and submitted to the Superintendent or his designee.

3. Returning from Dependent Care Leave

A teacher on Dependent Care Leave wishing to return to duty shall file a written notice with the Superintendent not less than twenty (20) working days prior to the date they wish to return. The notice shall state the exact date on which the teacher will return to duty. In the event this leave involves the final day of the school year then a written statement indicating the teachers intent to return at the start of the succeeding school year shall be submitted

to the Superintendent not less than sixty days prior to the first teacher work day of the school year.

4. Sabbatical

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

a) Applicant must have taught no less than three (3) years in the Kent City Community School District;

b) Applicant states their intent to return to the Kent City Community School District upon completion of his leave;

c) Job assignment upon return from leave will be the sole responsibility of the Superintendent or designee staff member shall be placed in the same or similar position for which they are certified and qualified unless subject to lay off due to staff reduction.

d) All employee benefits and levels of compensation will be frozen at their highest attained levels prior to the commencement of the leave. There shall be no accrual of employment benefits during the granted time;

e) Premiums for insurance protection shall be the responsibility of the applicant through the duration of the leave;

f) Upon return from leave, the teacher shall be placed on the salary schedule on the next step above the one they were on immediately prior to his leave and his salary computed according to the current salary schedule.

5. Career Exploration

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

ARTICLE 8: INSURANCE PROTECTION

A. Coverage

1. The agreed upon Medical Insurance Plan Options will be detailed in Appendix "D". There will be an open enrollment period annually (September). The District will pay the insurance premiums for 12 months, subject to the statutory caps. If the premium payments are lower than the hard caps, the district shall pay the difference into the employee's Health Savings Account (HSA).

2. Part-time teachers will have insurance benefits prorated. Insurance benefits will cover the employee and his/her eligible dependents.

3. Those teachers, including all part-time teachers, not electing health insurance coverage shall be provided with a cash in lieu amount equal to the

single-subscriber cap annually. Part-time teachers will have this amount prorated.

4. The Board will provide a basic and major dental program, SET-SEG percentage of coverage 50%, Deductible $50, Lifetime Maximum $1,000, including an orthodontic rider for all teachers. This insurance will cover the employee and his/her immediate family.

5. The maximum annual coverage on the dental program will be $1,800 for teachers selecting dental insurance. This dental program will be provided at the basic full family rate of the program provided by the Board.

6. Payroll deductions for MESSA options will be made available providing MESSA agrees to provide these options through payroll deductions.

7. The Board agrees to provide $40,000 Term Life and $40,000 Accidental Death Insurance for all employees.

8. The School District will provide a Long Term Disability Insurance Program for members of the teaching staff. The program will pay a minimum of sixty percent (60%) of the teacher's salary.

9. The Employer shall provide without cost to the bargaining unit member MESSA VSP-3 PLUS for all bargaining unit members and their eligible dependents.

10. The parties acknowledge that the District may be required by applicable state law to bid health insurance. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the district will bargain with the Association concerning the implementation of any change to the carrier(s) as the result of such a bid, as allowable by applicable state law.

11. The District will pay the insurance premiums for 12 months, subject to the statutory caps. These amounts shall be adjusted annually on January first beginning January 1st , 2021 to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. If the premium cost for a selected insurance option falls below the cap, the difference shall be paid into the employee’s Health Savings Account.

ARTICLE 9: EVALUATIONS

A. All monitoring or observations, including the use of closed circuit television, audio system, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.

B. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every second year thereafter.

C. Any teacher that receives a less than effective rating shall be evaluated every year until they have three successive effective ratings.

D. Teachers shall not be provided an evaluation if they fall into any of the following categories:
   - work less than 60 days in any school year
   - have an accumulated leave of absence from work during the school year amounting to a total of ninety (90) days or more
   - have their evaluation results vacated through the grievance procedure
   - due to extenuating circumstances the district and Association agree deems applicable for exempting a teacher from the annual evaluation process

   Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

E. Evaluations of all non-probationary teachers of record will be conducted on a biannual basis and consist of a minimum of two observations; one during first semester and one thirty days prior to the last day of the school year.

F. For years that a teacher is not being evaluated neither the teacher nor the administration shall be required to complete any portion of the evaluation tool.

G. Evaluations of all probationary teachers of record or non probationary teachers on an IDP will be conducted on an annual basis and consist of a minimum of four observations. Two observations shall be conducted in the first semester, and the remaining two shall be no later than thirty(30) days prior to the last day of the school year.

H. Observations shall be made in person, or optional recorded video if agreed upon in advance between teacher and administrator, for a minimum of fifteen (15) consecutive minutes.

I. All probationary teachers will have an IDP developed by administrative personnel in consultation with the probationary teacher as required by the Tenure Act.

J. All tenured teachers rated less than effective on their most recent year-end evaluation shall work with administration to develop an IDP that sets goals specifically related to the identified areas of concern.

K. Written feedback shall be provided to teachers within fifteen (15) business days after each observation.

L. First year probationary teachers and any teacher rated less than effective shall be provided a mid-year progress report. Any teacher being evaluated may request a mid-year progress report.

M. Each teacher who receives an end of year evaluation shall be provided a final summative rating of Effective, Developing, or Needing Support. Prior to final evaluation teachers will be able to provide evidence and/or artifacts for any rating identified by the administrator below an effective rating.

N. 20% of the year-end evaluation is based on student growth and assessment data or student learning objectives metrics determined by the teacher and approved by administration.

O. When calculating student growth, the teacher shall be allowed to eliminate data attributable to students who:

- have excessive absences (10% or more of student days)
- transfer in or start after fall count day
- Transfer out before the end of the school year
- have other anomalous circumstances that warrant eliminating data

P. 80% of the year-end evaluation is based on a teacher's performance as measured by the evaluation tool.

Q. A copy of the written summative evaluation shall be submitted to the teacher of record at the time of the personal conference following the evaluation.

R. Evaluation information on all bargaining unit members who do not qualify as a teacher of record will be determined by the Association and their administrator.

S. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 12.

ARTICLE 10: PROTECTION OF TEACHERS

A. Any case of assault upon a teacher related to or occurring while he/she is fulfilling his teaching or related responsibilities shall be promptly reported to the Board or its designated representatives.

B. The Board recognizes that, through its administrative staff, it must support its teachers in taking all reasonable actions to maintain proper classroom order. Formal written complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. In the event such a complaint is thoroughly investigated, substantiated, and reduced to writing and placed in the teacher's file, a copy of this shall be furnished to the teacher. No complaint shall be placed in the teacher's file without substantiation through a due process investigation.

C. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty. for damage or loss of person or property.

D. A teacher shall at all times be entitled upon their request to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When the District plans an investigational interview of a teacher or requests that a teacher submits a written account of an incident under investigation, they shall notify the teacher and the Association and inform the teacher that they have a right to representation. When a request for such representation is made, discipline shall be delayed until a representative can be present, This delay cannot unduly interfere with an investigation and should be no longer than two (2) school days unless there are mitigating circumstances.

E. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in his review. This review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The Administrator will remove such employment credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Kent City Community Schools will be made available.

F. A teacher may not be demoted, discharged, or otherwise disciplined for a reason that is arbitrary and capricious. In all instances, discharge, and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

G. Progressive Discipline: A program of progressive discipline shall be followed. Below are the five steps included in this progressive discipline model.

    a. Verbal warning
    b. Verbal reprimand
    c. Written reprimand

d. Suspension, with or without pay
e. Dismissal

H. No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

I. The District will follow progressive discipline whenever appropriate, however, the Association and District acknowledge that the severity of the offense may provide reason for the acceleration of the above progressive discipline. Serious violations may require harsher discipline from the outset. Additionally, nothing in this policy limits the District's right to take other appropriate action such as placing a teacher on paid administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary. Counseling memorandums shall be removed after one year provided there is no further related incident.

J. Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file,the affected bargaining unit member shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

K. Protocols will be established for training staff working with students with special needs.

ARTICLE 11: NEGOTIATIONS PROCEDURES

A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern which are not covered herein may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes

the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by a majority of the Board and a majority of the membership of the Association.

C. In any negotiations described by this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between parties may be executed without ratification of a majority of the Board of Education and by a majority of the membership of the Association but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ratification. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.

D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be represented at such adjustment.

E. Continuity of professional service. The Association recognizes that strikes, as defined by Section I of Public Act 226 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees, that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE 12: PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

shall be paid by the party calling such witness or requesting such participants. All arbitration hearings shall be held in the school district.

ARTICLE 13 MISCELLANEOUS PROVISIONS

A. To help assure a coordinated program of instruction throughout grades K-12 and to provide for carefully selected textbooks in the proper series and sequence, the District School Improvement Team shall facilitate the development of a long-term plan or curriculum cycle, and delegate to the appropriate group of teachers the authority to research textbook options and make recommendations to the Superintendent. Details for the organization and function of this system shall be worked out by the District School Improvement Team in adherence to Board Policy.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All conditions of employment shall be maintained at the levels as provided for in this Agreement and shall not be altered without prior negotiations with the Association.

C. Copies of this Agreement shall be printed at the expense of the board and presented to all teachers now employed for hereinafter employed by the Board. The Association shall be furnished an additional 25 copies of the Master Agreement upon request.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

E. Medically Fragile Students

1.Medically Fragile Students will be identified through the IEPC process.

2.Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s) guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided.

3.Any bargaining unit member who has a medically fragile student assigned to him/her will be trained by licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs.

4.The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e., portable phone, etc.).

5.Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of $3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.

6.The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.

7.If the preceding six steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

ARTICLE 14: UNION MEMBERSHIP AND DUES DEDUCTION

A. The parties agree that being a dues paying member of the Association is voluntary. All teachers who elect to pay membership dues shall:

Sign and deliver to the Board an application authorizing the deduction of the Professional Dues for membership in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the member, or are deemed contrary to the law, at such time the district shall cease the deduction.

ARTICLE 15: REDUCTION IN STAFF

It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

A. Layoff Procedure

1. The least senior staff member shall be laid off first. A lesser seniority staff member shall not be laid off unless there is a higher seniority staff member who is certified, qualified, and available to perform the duties of the position that the less senior staff member is vacating, or unless the position is being eliminated altogether.

2. If the reduction of personnel is still necessary, then those staff members in the specific positions being reduced or eliminated shall be laid off based on seniority, except as hereinafter provided. Layoffs shall be made pursuant to this section, i.e., those with the least seniority are to be laid off first, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

3. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.

B. Recall

1. Staff members shall be recalled to employment in order of seniority for positions for which they are certified and qualified. A staff member shall be maintained on the recall list for three full school years. A laid-off seniority staff member who has become re-certified in an alternate position has the right to be placed in a position for which they are certified and qualified, and which is occupied by a staff member with less seniority provided the following criteria are met:

    a. Such positions shall be filled only at the opening of the school year and not during the course of the school year.

    b. Notification of new qualifications shall be received in writing in the Superintendent's office by May 1st. Said notification shall also include verification of the applicant's completion date of credits by a college or university counselor or official.

2. Any bargaining unit member who collects unemployment compensation during the summer month(MESC's "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation

shall be obligated to reimburse to the district the amount of unemployment compensation, upon the written request of the District. In this case, the bargaining unit member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payment over the entire year or direct payment to the District by September 30th.

3. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such cases, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

4. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article _____ *(Insurance Article)* until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

C. Notice

1. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

2. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

3. Definitions:

   a. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement. Certification may be amended as outlined in Section B, above.

   b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.

D. Seniority

1. No later than thirty (30) days following the ratification of this agreement, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's initial date of hire which shall be when the Board of Education has approved the hire at a Board meeting.
   To distinguish between employees having the same date of hire, their positions on the seniority list shall be determined by the numerical value of the last four digits of their social security number. Once the seniority date is determined it shall be final. The individual with the higher social security number shall have the higher seniority position on the seniority list. (i.e. 0001 equals the lowest number and 9999 equals the highest number).

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

3. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, seniority is retained for three years if severance of employment is due to layoff.
   The laid off teacher shall be responsible for keeping the Board informed of their current address during this time period.

4. Time spent on unpaid leave, for one semester or more, shall not be construed as a break in continuous service. However, the time spent on that leave will be deducted from the initial date of hire on the seniority list.

5. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

6. Members who transfer to a non-bargaining unit position shall retain only that seniority that they accrued while members of the bargaining unit.

7. Involuntary reduced assignments shall count as if the service was at the full teaching load and will count as full time seniority. Voluntary reduced assignments shall count only for the time spent on the job and shall receive that pro rata amount toward their seniority.

8. An employee on voluntary reduction of assignment shall notify in writing the District by April 1, of the current school year, the employee's intent to change employment status.

ARTICLE 16 PROFESSIONAL COMPENSATION AND CALENDAR

A. The salaries of the teachers covered by this Agreement are set forth in **Appendix A,** which is incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Salaries will be paid in 26 installments, with the first payment to take place on the first regularly scheduled pay day following the teacher's first scheduled work day and continuing every other Friday thereafter until the 26 installments shall have been paid, unless a teacher requests a lump sum payment prior to the 1 St of January.

C. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement between the parties that cover the same school year as the individual contracts do. Teachers hired for a semester or more will be issued individual contracts.

D. Tuition Reimbursement
To facilitate staff improvement, increase the skill set of teachers, and enhance the delivery of instruction to students, the Board of Education will subsidize the continuing education of its teachers through tuition reimbursement for classes that pertain to education in general, or specifically to the curriculum being taught by a teacher. Prior to enrollment, Teachers should verify with the Superintendent that their courses will qualify for reimbursement. Reimbursement is subject to acceptance of the commitment terms outlined below.

There shall be a yearly cap on the available funds of $25,000 total, and an individual cap of $2500 per fiscal (school) year for any one teacher. Funds will be distributed on a first come-first serve basis until the funds are exhausted for that fiscal year. Teachers must submit a transcript and a receipt for tuition along with a signed commitment form (see below)to be eligible for reimbursement.

Teachers that submit their transcripts and receipts after the funds are exhausted and are denied reimbursement, may re-submit after the new fiscal year starts in July.

Commitment Terms for tuition reimbursement:

1. In exchange for the reimbursement of tuition as outlined above the employee agrees to remain employed by Kent County Community Schools for a period of two school years following payment.
2. If the employee leaves employment before the end of their two-year commitment, they will return all or part of the payment they received according to the table below:
   If they leave -
   - Within one semester of receiving payment- repay 100%
   - Within two semesters after payment- repay 75%
   - Within three semesters after payment- repay 50%
   - Within four semesters after payment- repay 25%
   - After completing four semesters following payment the commitment has been met.
3. Exceptions include any of the following
   a. Employee becomes incapacitated resulting in permanent disability
   b. Employee is terminated from employment with Kent City Community Schools

c. At Superintendent's discretion based on a unique, unforeseen situation

4. Individual employees must sign an acknowledgement form signifying receipt, understanding, and agreement to these commitment and reimbursement terms to receive payment. See appendix "F"

E. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five (5) years of experience and may be given up to ten (10) years. When the District is in financial distress and the financial settlement for teachers is a deep freeze or concessions, new staff may not be hired in above step five (5) on the salary schedule

F. Increments become effective September 1st of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1st following completion of required academic or professional courses except, the teacher hired in above the salary schedule shall remain at that step until his years of experience in teaching bring him to his proper step on the salary schedule. Extra hours and degrees must be established ten (10) days prior to the beginning of the following semester. (If adjustments have not been made for courses taken during the summer, adjustments will be made when grades or proof of work has been submitted.)

G. Teachers on a voluntary reduced time basis shall be entitled to a proportional share of the fringe benefits. Section 6 E contains a formula for part-time employment compensation. This ratio will be applied to the appropriate step and level of the salary schedule in computing part-time compensation.

H. Teachers teaching part-time (only part of a year or part of each day in a year) shall be given credit on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.

I. Teachers will be reimbursed for reasonable expenses incurred when attending meetings which the Board of Education or Administration considers to be beneficial to the teachers.

J. Teachers who are required to drive their personal automobile in the performance of their duties shall be paid the Internal Revenue Service non-taxable mileage rate.

K. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

L. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for payroll deductions in accordance with Board Policy 6520.

M. Upon retirement from the Kent City School System, any teacher who has served the District for eighteen (18) or more years will be paid a gratuity of $100.00 per year employed by the Kent City School System.

N. Days and Hours

Teachers will be employed as follows:

Teacher Days	182 days ● 179 student Days ● 3 Professional Development (PD) days
Student Days	179 days ● 170 Full days ● 9 Early Release days

Parent Teacher Conferences shall be scheduled at the building level as agreed between staff and building administration. Teachers will be compensated at the sub rate for each hour of scheduled Parent Teacher Conferences beyond one day (4 hours).

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

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

O. School Closures

Teachers will not be required to be present when their individual building or the entire district is closed for any reason.

If these closures are forgiven and the District will not be required to make up the days or hours, then nothing further will be required of the teachers.

No teacher shall be required to provide virtual learning for students when school is not in session, including but not limited to school closures, student testing days, professional development, etc.

If days or hours must be made up to satisfy the Michigan Department of Education's day and hour requirements, then the hours shall be made up at the end of the year unless an alternative date within the school calendar can be agreed upon between the Association and the Superintendent or their designees. (For example, holding school on Good Friday if it was scheduled to be a day off)

P. The parties agree that for any work performed in the summer that falls outside of the teacher contractual year, the individual performing such work will be compensated at the rate of $105 for a half day (3 hours) and $210 for a full day (6 hours). This reflects a $35/hour rate for non-contractual teacher work hours.

Q. When a staff member is asked by the District to attend a conference during the summer recess period, it is understood that such attendance is voluntary. If the staff member agrees to attend, the District will pay for the cost of the conference, as well as allowable

expenses, including travel, lodging, meal allowances, and supplies and materials. The attendee will not receive additional remuneration for attendance, but may use any credits or SCECH to attain credit necessary for advancement on the salary schedule.

ARTICLE 17: DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 14th day of August, 2026. Professional compensation for this contract, 2025-2026, shall become effective at the beginning of the school year and continue in effect as specifically provided for in the provisions of this Agreement.

BOARD OF EDUCATION	**KENT CITY EDUCATION ASSOCIATION**
_____	_____
President of Board	Chief Negotiator Kent City EA
_____	_____
Superintendent	President of Kent City EA
_____	_____
Director of Human Resources	Representative of KCEA/MEA/NEA
_____	_____
Secretary for the Board of Education	President of KCEA/MEA/NEA

2026/2027 Teacher Salary Schedule						
Steps	BA	MA	MA+10	MA+20	MA+30	2nd MA/PHD
1	50,115	54,648	55,711	56,424	57,986	61,325
2	51,913	56,627	57,731	58,835	60,989	63,489
3	53,834	58,755	59,868	60,980	63,223	65,743
4	56,065	61,022	62,251	63,478	65,783	68,364
5	58,153	63,212	64,543	65,875	68,235	70,874
6	60,280	65,638	67,080	68,520	70,909	73,654
7	63,033	68,123	69,674	71,223	73,721	76,497
8	65,699	70,825	72,395	73,965	76,533	79,379
9	68,218	73,465	75,072	76,676	79,314	82,229
10	70,511	76,384	78,030	79,676	82,394	84,405
11	73,724	78,912	80,590	82,268	85,051	87,096
12	75,939	81,681	83,487	85,293	88,151	90,232
13	78,115	83,762	85,594	87,427	90,336	92,444
14	78,115	85,492	87,343	89,192	92,143	94,458
15	78,115	85,492	87,343	89,192	92,143	94,458
16	80,375	85,492	87,343	89,192	92,143	94,458
17	80,375	88,723	90,625	92,528	95,576	97,753
18	80,375	88,723	90,625	92,528	95,576	97,753
19	82,595	88,723	90,625	92,528	95,576	97,753
20	82,595	91,009	92,943	94,875	97,984	100,192
21	82,595	91,009	92,943	94,875	97,984	100,192
22	84,925	91,009	92,943	94,875	97,984	100,192
23	84,925	92,882	94,836	96,791	99,944	102,174
24	87,255	94,132	96,097	98,315	101,230	103,469
28	88,301	95,397	97,432	99,575	102,360	104,931

*School Psychologists, Social Workers, and Speech Pathologists that have earned a master's degree will be placed in the MA+30 lane to reflect the difference in credit hours to obtain those master's degree

APPENDIX B: SUPPLEMENTAL POSITIONS

A. Work performed under a supplementary contract is not subject to tenure. Assignments of individual teachers to supplemental duties are discretionary with the Board of Education and subject to renewal each year.

B. The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement

C. Teachers working under a supplemental contract desiring **not** to continue in that position for the next school year shall notify the Board or its designee, in writing no later than fifteen days after the conclusion of that sport/activity season. Teachers working under a supplemental contract **wishing to** continue in that position for the next school year shall indicate so in writing, within fifteen days of the conclusion of the present season.

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

D. For an assistant coach, coaching experience for said sport will be allowed.
For a head varsity coach, only coaching experience as a head varsity coach for said sport will be allowed.

E. Supplemental contracts will be issued for any supplemental duty assignments to be compensated on the basis of percentage of the BA Base as shown on the schedule. If no written supplemental contract relationship is entered into between the teacher and the Board, or its representative, then the Board shall not be obligated to make compensation. The list of activities with rates of compensation serves only as a guide and shall not obligate the Board to operate any listed activity.

F. Association members who apply may be offered any assignment listed in Appendix B. If the position is refused, the supplemental position shall no longer be represented by the Association for the duration of the season. The Board may fill the position at its discretion.

***All percentages are based on Step 1 of B.A. Schedule.**

NON-COACHING POSITIONS SCHEDULE	
Odyssey of the Mind	2
Quiz Bowl - Varsity	7
Quiz Bowl - Asst	4
Yearbook Advisor (without class)	10
Model United Nations	2
Science Olympiad	2
Technology	2
National Honor Society	3
Student Council - MS	3

Student Council (Government) - HS	5
Student Council Advisor - HS - Senior	4
Student Council - HS - Junior	4
Student Council - HS - Sophomore	2
Student Council - HS - Freshman	2
Play Producer - HS (per play)	4
Play Asst Producer - HS (per play)	2
ESports Coach	4
Director of Bands HS and MS	15

Director of Vocal Music (at least one performance per semester)	2
Elementary Music	3
Talent Review	2
Debate	2
Forensics	2
Language Arts	2
Visual Arts	2
Art Club	2
Learning Lab	2
Other Advisor Positions - Appointed by the Superintendent for one year	2 - 3

District School Improvement Chairperson	4
Building School Improvement Chairpersons	2

COACHING POSITIONS SCHEDULE			
HEAD VARSITY COACHES (HS)	**(1st)**	**(2nd)**	**(3rd)**
Football	13	14	15
Baseball	12	13	14
Bowling (if one coach or split for two)	9	10	11
Cheerleading (per season)	5	6	7
Cross Country	12	13	14

Golf (if one HS Coach)	10	11	12
Golf (if two HS Coaches)	9	10	11
Soccer - Boys	12	13	14
Soccer - Girls	12	13	14
Softball	12	13	14
Track - Boys	13	14	15
Track - Girls	13	14	15
Volleyball	13	14	15
Wrestling	13	14	15
ASSISTANT COACHES (HS & MS)	**(1st)**	**(2nd)**	**(3rd)**
Baseball - JV	8	9	10

Baseball - HS Asst	3	4	5
Basketball Boys - 7	6	7	8
Basketball Boys - 8	6	7	8
Basketball Boys - JV	8	9	10
Basketball Girls - 7	6	7	8
Basketball Girls - 8	6	7	8
Basketball Girls - JV	8	9	10
Basketball - Boys - HS Asst	3	4	5
Basketball - Girls - HS Asst	3	4	5
Cross Country - HS Asst	8	9	10
Cross Country - MS	6	7	8

Football Coach - HS Asst	8	9	10
Football Coach - HS Asst	8	9	10
Football Coach - HS Asst	8	9	10
Football Coach - MS	4	5	6
Football Coach - MS	4	5	6
Golf - HS Asst (if second HS Coach)	3	4	5
Soccer Boys - MS	6	7	8
Soccer Girls - MS	6	7	8
Softball - JV	8	9	10
Softball - HS Asst	3	4	5
Soccer - Boys - HS Asst	3	4	5

Soccer - Girls - HS Asst	3	4	5
Track Both - HS Asst	8	9	10
Track Boys - MS	6	7	8
Track Girls - MS	6	7	8
Volleyball - 7	6	7	8
Volleyball - 8	6	7	8
Volleyball - JV	8	9	10
Volleyball - HS Asst	3	4	5
Wrestling - HS Asst (JV)	8	9	10
Wrestling - MS	6	7	8
Freshman Coaches (all sports)	7	8	9

Other Coaching Position(s) (approved by Superintendent for one year)	3

Appendix C: School Calendar

AUGUST 2026					
M	T	W	T	F	
3	4	5	6	7	
NTPD	NTPD	NTPD	NTPD	14	
17	PD	PD	PD	21	
24	25	26	27	ER	
31					6

SEPTEMBER 2026					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	ER	
28	29	30			20

OCTOBER 2026					
M	T	W	T	F	
			1	2	
5	6	7	8	ER	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	20

NOVEMBER 2026					
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	ER	
16	17	18	19	20	
23	24	25	26	27	
30					18

DECEMBER 2026					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	ER	
21	22	23	24	25	
28	29	30	31		14

JANUARY 2027					
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	ER	
25	26	27	28	29	20

FEBRUARY 2027					
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	ER	18

MARCH 2027					
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	ER	
29	30	31			23

APRIL 2027					
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	ER	
26	27	28	29	30	16

MAY 2027					
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	ER	
17	18	19	20	21	
24	25	26	27	28	
31					20

JUNE 2027					
M	T	W	T	F	
	1	2	3	4	4
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

KENT CITY COMMUNITY SCHOOLS

2026 - 2027

SCHOOL CALENDAR

DESCRIPTION CODES	
STUDENTS - EARLY RELEASE DAYS	
AUGUST 28 - FRIDAY	JANUARY 22 - FRIDAY
SEPTEMBER 25 - FRIDAY	FEBRUARY 26 - FRIDAY
OCTOBER 9 - FRIDAY	MARCH 26 - FRIDAY
NOVEMBER 13 - FRIDAY	APRIL 23- FRIDAY
DECEMBER 18 - FRIDAY	MAY 14 - FRIDAY

NO SCHOOL - ALL	
SEPTEMBER 4 - 7	Labor Day Weekend
OCTOBER 16 - 19	Fall Break
NOVEMBER 25 - 27	Thanksgiving Break
DECEMBER 21 - JANUARY 01	Winter Break
FEBRUARY 12 - 15	Mid-Winter Break
APRIL 2 -9	Spring Break
MAY 31	Memorial Day

STAFF REPORT

APPENDIX D: INSURANCE

TBD with Letter of Understanding

APPENDIX E: GRIEVANCE FORM

Grievance #: _____

Name of Grievant:_____ Date Filed: _____

Building: _____ Assignment _____

LEVEL 2 - (A) Date of Cause of Grievance: _____

(B-1) Statement of Grievance:

_____

_____

_____

(B-2) Statement of Relief Sought:

_____

_____

_____

Signature: _____ Date: _____

(C) Disposition of Supervisor, Principal, or Superintendent

_____

_____

_____

Signature: _____ Date: _____

(D) Disposition of Grievant and/or Association

_____

_____

_____

Signature: _____ Date: _____

LEVEL 3 - (A) Date Received by Superintendent or Designee: _____

_____

_____

_____

Signature: _____ Date: _____

(B) Disposition of Grievant and/or Association

_____

_____

_____

Signature: _____ Date: _____

LEVEL 4 - (A) Date Received by Board of Education President: _____

_____

_____

Signature: _____ Date: _____

(B) Disposition of Grievant and/or Association

_____

_____

Signature:_____ Date: _____

LEVEL 5 - (A) Date Submitted for Arbitration: _____

_____

_____

Signature: _____ Date: _____

(B) Disposition of Grievant and/or Association

_____

_____

Signature: _____ Date: _____

Appendix F:

Tuition Reimbursement Commitment Form
Kent City Community Schools

Employee Name: _____

Commitment Terms for tuition reimbursement:

1. In exchange for the reimbursement of tuition as outlined in Article 16-part D of the Master Agreement, the employee agrees to remain employed by Kent County Community Schools for a period of two school years following payment.

2. If the employee leaves employment before the end of their two-year commitment, they will return all or part of the payment they received according to the table below:

   If they leave -
   - Within one semester of receiving payment- repay 100%
   - Within two semesters after payment- repay 75%
   - Within three semesters after payment- repay 50%
   - Within four semesters after payment- repay 25%
   - After completing four semesters following payment the commitment has been met.

3. Exceptions to the obligation for repayment include any of the following:
   a. Employee becomes incapacitated resulting in permanent disability
   b. Employee is terminated from employment with Kent City Community Schools
   c. At Superintendent's discretion based upon a unique, unforeseen situation

Tuition Reimbursement-
Amount: _____ Payment Date: _____
Receipt Date:_____
Transcript Turned in: _____

Date that commitment will be met: _____

Signature below acknowledges receipt, understanding, and agreement to these conditions for tuition reimbursement.

Employee Signature: _____ Date: _____

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

RE: Prohibited Subjects of Bargaining

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

1. The Parties agree that should any current prohibited subject of bargaining (such as PA 53, 102 and 103) be changed, reverted by law, constitutional amendments, or other legislative action; that the Master Agreement shall be reopened to collectively bargain only these subjects with thirty (30) days written notice by either party.

2. The parties agree that the intent of this agreement is to address only contractual areas specific to these legislative elements.

3. In the event of such collective bargaining, the finalized language will be reflected in a separate letter of agreement and shall attach to the 2012-2013 collective bargaining agreement.

4. The parties agree that this agreement is non-precedent setting.

For the Kent City Education Association (KIEA/KCEA/MEA)	For the Kent City Community School School District

Dated: _____

Letter of Understanding

APPENDIX B: SUPPLEMENTAL POSITIONS

A. Work performed under a supplementary contract is not subject to tenure. Assignments of individual teachers to supplemental duties are discretionary with the Board of Education and subject to renewal each year.

B. The Board of Education has the right to establish positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement.

C. Teachers working under a supplemental contract desiring not to continue in that position for the next school year shall notify the Board or its designee, in writing no later than fifteen days after the conclusion of that sport/activity season. Teachers working under a supplemental contract wishing to continue in that position for the next school year shall indicate so in writing, within fifteen days of the conclusion of the present season.

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

D. For an assistant coach, coaching experience for said sport will be allowed. For a head varsity coach, only coaching experience as a head varsity coach for said sport will be allowed.

E. Supplemental contracts will be issued for any supplemental duty assignments to be compensated on the basis of percentage of the BA base as shown on the schedule. If no written supplemental contract relationship is entered into between the teacher and the Board, or its representative, then the Board shall not be obligated to make compensation. The list of activities with rates of compensation serves only as a guide and shall not obligate the Board to operate any listed activity.

F. Association members who apply may be offered by assignment listed in Appendix B. If the position is refused, the supplemental position shall no longer be represented by the Association for the duration of the season. The Board may fill the position at its discretion.

G. After an administrator approved team/club is run for two (2) years without being a part of this Agreement, the parties shall negotiate and add the team/club to this Agreement before the 3rd year for the team/club.