

MASTER AGREEMENT

BETWEEN THE
KENTWOOD BOARD OF EDUCATION

AND THE

KENTWOOD EDUCATION ASSOCIATION
KCEA / MEA / NEA

SEPTEMBER 1, 2015 – AUGUST 31, 2018

KENTWOOD PUBLIC SCHOOLS
5820 EASTERN AVENUE SE
KENTWOOD, MICHIGAN 49508

MASTER AGREEMENT

KENTWOOD PUBLIC SCHOOLS

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This is a Master Agreement between the Board of Education of the Kentwood Public Schools, Kentwood, Michigan, hereinafter called the "Board", and the Kent County Education Association (KCEA-MEA-NEA), hereinafter called the "Association".

General Statement of Policy

The Board and the Association agree that the development and implementation of a high quality instructional program is the responsibility of both the Board and the educators who are employed by the Board. It is further agreed that the best way to discharge this joint responsibility is through close collaboration among the professional educators, Board of Education, and the administration. It is their mutual goal that a quality education also depends on the expertise and morale of the professional educators, administration, and the Board of Education.

As these groups have the same goal, providing the best possible education for all students enrolled in the schools, relationships must be maintained which are based upon these high ideals and common interests and the proposition that education is a public trust and a professional calling.

The effective implementation of the above-stated policy requires a mutuality of relationship between the parties of this Agreement, both collectively and as individual members of the respective groups.

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Kent County Education Association as the exclusive bargaining unit for all full-time and regular part-time certified professional personnel employed in the district's K-12 programs, and Readiness programs, including classroom teachers, speech pathologists, school psychologists, guidance counselors, school social workers, instructional coordinators, instructional specialists, teacher consultants, athletic trainer, occupational therapist and media specialists under written contract with Kentwood Public Schools, and including all full-time and regularly scheduled part-time certified employees, academic advisors, and counselors employed in the Community Education programs of the district consisting of adult high school completion, alternative high school programs, adult basic education, English Language Learners, and all lead employees in such programs, but excluding:
1. Per diem and per hour substitute employees
 2. Supervisory and executive personnel
 3. Office and clerical employees
 4. Paraprofessionals/Aides/Interventionists
 5. Custodians
 6. Child Nutrition Services
 7. School bus drivers
 8. Maintenance employees
 9. Leisure time personnel, school age child care and preschool personnel
 10. All other employees of the Board
- B. The term "employee(s)" when used hereinafter in this Agreement shall refer to all employees of the Kentwood Board represented by the Association in the bargaining unit above whose employment is subject to the Michigan Teachers' Tenure Act. The term "*ancillary staff*" or when used hereinafter in this Agreement shall refer to all employees of the Kentwood Board represented by the Association in the bargaining unit above whose employment is not subject to the Michigan Teachers' Tenure Act.
- C. The term Local Association shall refer to the Kentwood Education Association (K.E.A.) as defined by the bargaining unit above.
- D. The implementation of this Agreement shall be the responsibility of the Board, the Local Association, and the Association as specified.
- E. Nothing contained herein shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement provided that the Local Association representative has been given an opportunity to be present at such adjustment.

- F. Nothing contained herein shall be construed to deny or restrict to any bargaining unit employee rights he/she may have under any State or Federal laws and regulations. The rights granted to such employees hereunder shall be deemed to be in addition to those provided elsewhere.¹

- G. In the event a new professional employee classification or position is created which is not administrative or supervisory in nature, the Board agrees to notify the Association. The Board further agrees to meet upon request of the Association to discuss the inclusion of the position within the unit. If the parties mutually agree to include the position, any necessary adjustments in the provisions of the agreement or new provisions shall be subject to negotiations. If the parties do not mutually agree that the position should be included, the issue may be referred to the procedures provided under the Public Employment Relations Act.

ARTICLE 2

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion; and to promote, and transfer all such employees;
 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the approval of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, hours of instruction, duties, responsibilities, assignments and the terms and conditions of employment of bargaining unit employees and other employees with respect to administrative and non-teaching activities.
 6. To discipline an employee or group of employees for willful violation of this Agreement.
- B. Copyright
- Any materials prepared by an employee specifically for his/her teaching assignment shall become the property of the Board for use in this school system. No syndication or sale of this material may be made without the express release of the creator and the Board. Such restrictions shall be limited to materials produced on school time or during Board subsidized courses.
- C. The exercise of the foregoing powers, rights, authority, 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 only by the specific and express terms of this Agreement and then only to the extent such 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 3

ASSOCIATION AND EMPLOYEE RIGHTS

A. PUBLIC ACT 379

The Board and the Association agree to abide by Act 379 of Public Acts of Michigan for 1965 and all amendments thereto and to all applicable laws and statutes pertaining to employee's rights and responsibilities. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

B. BUILDING USE

1. The Local Association and its members shall have the right to use the school building facilities before or after regular hours and during lunch periods. Such use of the building for Local Association meetings must be arranged with the building principal in advance. The principal retains the right of room assignment.
2. The Association shall have the right to use the District inter-office shuttle mail service for official Association business, for delivering materials between Kentwood School buildings. The service is available only on days that the shuttle is scheduled by the administration. The Association may also use fax machines and E-mail systems, which are available to bargaining unit members at reasonable times and hours, to communicate with its general membership relating to official Association business, provided the equipment is not otherwise in use. The Association's use of e-mail will comply with all applicable laws and Board policies. The Association shall furnish all materials and supplies incidental to its operation of Board equipment. The Association will pay for toll and long distance charges incurred by its use of District telephones. Materials transmitted by the school fax machine and e-mail shall identify the Association as the transmitter. Copies of all postings must be provided to the Executive Director for Human Resources.
3. Any Association officer or representative from outside the building must first make presence known in the principal's office before conducting Association business in buildings within the district.

C. SCHOOL DOCUMENTS

The Board agrees to furnish to the Association upon request:

1. Copies of those school documents it is required by law to make available to the public under the Freedom of Information Act.
2. Specific information needed for negotiations or for grievance resolution. This information will be in the form maintained by the Board.

D. ASSOCIATION DAYS

The Local Association shall be allowed to use a maximum of 45 days per school year for the handling of Association business. Additional Association days may be allowed with the approval of the Executive Director for Human Resources. Such days shall be subject to the following provisions:

1. A minimum of one day advance notice is given to the principal on appropriate form.
2. The Association assumes the cost of the substitute for the time lost from regular teaching duties.
3. Association days shall not be used during scheduled parent-teacher conference times, open house meetings, orientation meetings, or immediately before or after holiday and vacation periods except with the approval of the principal.

E. BOARD PAID RELEASED TIME/KEA PRESIDENT

The Board agrees to provide the Association President with .5 released time from a full time teaching position. The Association will reimburse the District .25 of the President's Schedule A salary.

F. EMPLOYEE PROTECTION

Any case of physical assault upon an employee while in the performance of assigned teaching or additional contract duties shall be reported immediately in writing to the Superintendent or designee. In the event of a physical assault, the employee involved may request assistance of the Board (including legal fees).

1. Reimbursement shall be allowed for approved loss or damage of an employee's personal property.
2. Reimbursement shall be allowed for approved medical expenses not covered by compensation or insurance.

G. REPRIMANDS

Employees will be notified in advance of any meeting with an administrator that could lead to discipline. The administrator shall encourage the employee to arrange for Association representation.

With respect to ancillary staff:

1. A written reprimand (see Appendix E) stating any alleged concern regarding the ancillary staff shall be completed within ten (10) school days of:

- a. completion of the investigation (if any), or
 - b. when the event reasonably becomes known to the administration.
2. Before placing a written reprimand in an employee's personnel file, the administrator making that reprimand shall:
- a. Present the employee being reprimanded a copy of the reprimand at least 24 hours prior to the scheduled meeting.
 - b. Require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance or approval of the reprimand, but is a verification that the employee is aware the reprimand is in his/her personnel file. The employee shall receive a copy at the time of the signing.
 - c. Inform the employee of his/her right to submit a written rebuttal to be attached to the reprimand.
3. Any employee who fails to sign a reprimand after having been directed to do so may be subject to discipline.

H. FILES

Each employee shall have the right, upon request, to review the contents of any personnel file kept on said employee. A representative of the Association may accompany the employee in each review of the file in the presence of an administrator and/or his/her designee. An employee will be given the opportunity to file a response to any material in his/her personnel file(s), and the response will be made a part of said file(s).

No discipline will be placed in the bargaining unit member's file without their knowledge.

If an employee is asked to sign any materials, including those that may go into his/her file, such signature shall be understood to indicate his/her awareness of the material, but the signature shall not be interpreted to mean agreement with the content of the material. This includes any material used in the evaluation process or any reprimand.

The administration and/or its designee shall be responsible for the safekeeping of the files.

No material may be permanently removed from the employee's file without the presence of the employee and/or the employee's representative; however, routine personnel documents to be removed from the file shall be returned to the employee. The employee may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Human Resources Office.

I. FOIA REQUEST

Upon receipt of a FOIA request for all or part of an employee's personnel file, the district will promptly notify the employee and Association of the request. The district will also notify the requesting party that disclosure will not occur until the last business day permitted by law. The district will meet with the employee and, if requested by the employee, an Association Representative, to review the documents the district intends to disclose before they are to be disclosed. The parties recognize that under the exceptions provided under Section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, certain material may be redacted from the file prior to its release.

In the event of any legal action against the district brought in a court or administrative agency because it withheld document(s) at the Association request, Association agrees to defend such action, at its own expense and through its own legal counsel, provided:

- a. The District gives timely notice of such action to the Association and does not object to the Association's intervention as a party if it so desires; and
- b. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
- c. The Association shall have complete authority to compromise and settle all claims that it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the district's compliance with this section.

J. ELEMENTARY AND SECONDARY EDUCATION ACT

The district will notify the Association of any school not meeting Adequate Yearly Progress (AYP).

ARTICLE 4

OPTIONAL MEMBERSHIP

A. OPTIONAL MEMBERSHIP

All employees, as a condition of employment, MAY within thirty (30) days of the first day of work (1) pay dues to the Association; or (2) pay to the Association a representation fee.

To the extent permitted by law, upon the voluntary authorization in writing by a bargaining unit employee, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation fees and dues and remit them to the local Association. The payroll deduction of dues or representation fees shall be in ten (10) equal installments beginning in October unless the Association sets forth a different schedule. If 2012 PA 53 becomes valid and enforceable, the foregoing provisions shall be null and void.

After consultation with the Board, the Association has the right to compromise or settle any claim made against the Board under this section.

ARTICLE 5

SALARY AND FRINGE BENEFITS

A. SALARIES

Salaries of employees covered by this Agreement are set forth in Schedules A, A1, and which are attached hereto and incorporated in this Agreement.

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1. Schedule A personnel working extra days in extension of regular assignment shall be compensated on a prorated basis of Schedule A.
2. All employees that work in addition to Schedule A shall be paid at the employee's hourly rate except as provided otherwise in Board policy and Schedule B.
3. Employees shall be entitled to appropriate additional compensation as set forth in Schedule B when assigned Schedule B responsibilities. The Board and the Association agree that the acceptance of a Schedule B assignment is voluntary except when the Schedule B assignment is directly related to the employee's Schedule A assignment.
4. An extra class assigned to a secondary employee shall be paid at the rate of 1/5 of said employee's step on the salary schedule. If the assignment is less than a full school year the salary shall be prorated.
5. Credit on the Kentwood salary schedule may be allowed to those new employees with satisfactory prior experience. The number of years of prior experience credit, if any, will be at the discretion of the Superintendent, or his/her designee. Any credit to be granted would be included in the initial contract with the Board.

Adult/Alternative Education

1. The hourly rate of pay for adult and alternative education employees shall be as set forth in Schedule A1.
2. Adult and alternative education employees shall receive one step on the wage schedule for each year of employment with the Board, provided they worked a full semester or more each year.
3. The pay for Adult/Alternative Education employees when they substitute in the Adult/Alternative Education programs will be at their hourly rate.
4. Employees with a stable, non-fluctuating first semester work assignment of twenty-five (25) hours or more per week may elect at the beginning of the semester to have their pay spread over 26 pay periods. If the work assignment drops below 25 hours per week at any time during the first or second semester, the Board may discontinue the extended pay plan.

5. Employees assigned to work more than the minimum required for a full-time position shall be compensated at their pro-rata rate of pay. In assigning additional work hours, the Board will endeavor to offer such hours to employees with work assignments of less than forty (40) hours per week. Bumping rights shall not apply to hours in excess of forty (40) hours per week. Hours over 40 hours per week will be paid at time and a half.
6. Employees assigned classes or other responsibilities in excess of 30 hours shall be compensated for the additional hours at their standard hourly rate.

B. ADVANCED DEGREES

1. Employees receiving either BA, MA, or MA +30 semester hours of graduate credit after the issuance of the MA degree shall be eligible for placement on the appropriate advanced salary schedule provided:
 - a. Salaries shall be effective at the start of the first semester providing official evidence of earned appropriate credit (official grade report or transcript) is on file in the Human Resources Office prior to October 1 of the effective school year.
 - b. Salaries shall be effective at the start of the second semester providing official evidence of earned appropriate credit (official grade report or transcript) is on file in the Human Resources Office prior to March 1 of the effective school year.
2. Courses must be taken from a college or university accredited by the North Central Association of Colleges and Schools or one of its five regional affiliates.

C. TUITION REIMBURSEMENT

The tuition reimbursement rate for additional credit earned beyond permanent, continuing, or professional certification shall be the average tuition rate of the following schools: Western Michigan University, Central Michigan University, and Michigan State University. The rate for each academic year shall be determined by the effective tuition rates for off-campus graduate level courses on October 1 of that school year. Reimbursement shall be the actual cost of tuition, or the average as described above, whichever is less.

1. To begin the process for reimbursement you must be approved for the class by the Human Resource Office. Staff members should provide the name of the course, course number and university/college to the Executive Director for Human Resources.
2. The reimbursement pool will be as follows: 2016-2017 is \$40,000 and 2017-2018 is \$50,000. These are for EL and Administrative classes only.
3. Payments are made for courses taken during the calendar year (January-December). Only employees still in employment with Kentwood Schools at the time payment is made are eligible.

4. Payment for courses taken during the calendar year will be made upon receipt of the tuition reimbursement application, an official grade report or transcript showing a grade of B or better in graduate work or a Pass in ungraded coursework or a C in undergraduate work. The staff member must also provide "proof of payment" in order to be reimbursed. Course work will be reimbursed and credited to the calendar year in which the course is completed. (The Human Resource Office will maintain the list of reimbursements). Employees will have up to one year from the completion of the course to submit for reimbursement. After one year, no reimbursement will be allowed.
5. Courses taken on-line or from a college or university must be accredited by the North Central Association of Colleges and Schools or one of its five regional affiliates and be pre-approved by the Executive Director of Human Resources by submitting a Change of Status for approval.

D. SUPERVISING EMPLOYEES

1. Only tenured employees may accept student teachers on a voluntary basis.
2. Each student-teacher supervisor shall receive from the Board the equivalent amount received from the university within 30 days of receipt of the stipend from the university.

E. INSURANCE BENEFITS

Upon submission of a proper application form to the Kentwood Public Schools Employee Benefit Office, the Board shall provide the premium contributions towards the benefits described for those employees who meet the qualifications stated in this Agreement.

The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a summary of which is available for inspection during normal working hours at the Benefits Office of the Board and are subject to underwriting rules and regulations.

AN OPEN ENROLLMENT PERIOD SHALL BE PROVIDED ANNUALLY DURING A TIME FRAME IN THE MONTH OF NOVEMBER.

1. The Board shall provide PA 152 insurance cap which includes insurance index increases and also includes LTD, Dental, Vision, and Life as part of the cap to each of the full-time bargaining unit members, electing MESSA PAK A or C (see overview) and his/her entire family for a twelve (12) month period. The employer shall sign an EMPLOYER PARTICIPATION AGREEMENT.

Eligible bargaining unit members not electing MESSA PAK A or C will select MESSA PAK B.

Option I – MESSA Choices II (PAK A)

Option II – MESSA ABC (PAK C)

Option III - MESSA (PAK B)

See Appendix C for a detail description of insurance options and costs.

2. Board paid premiums for insurance protection as described above shall be provided on the following basis:
 - a. Board premium contributions shall not apply to employee purchased benefits not described above (i.e., loss of income benefits, dependent life, survivor income insurance, etc.).
 - b. Board contributions shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their assigned duties, if an application is made in sufficient time to allow for making necessary payroll deductions.
 - c. Employees working less than full-time shall be entitled to insurance in accordance with the insuring carriers underwriting rules and regulations.

MESSA PAK A and PAK C: The Board will provide the PA 152 cap equal to the employee's FTE for part-time employees desiring MESSA Choices II or MESSA ABC health insurance. (ie: .5 FTE – the Board will pay 50% of the cap amount.)

For K-12 employees, pro-rated means a portion equal to their portion of a full FTE according to their individual contract.

For Adult/Alternative Education employees, pro-rated means a portion equal to their hours worked as compared to 1,110 hours, which is a full FTE in Adult/Alternative Education. If the number of hours changes during the school year, a change in the pro-rated portion would be made on the first day of the month - but no less than 30 days - following the change of hours.

MESSA PAK B: Part-time employees who do not elect health insurance may elect fully paid MESSA PAK B benefits: Delta Dental, MESSA VSP3 vision plan, long-term disability, and term life insurance in the amount of \$45,000. The excess, if any, will be included as a cash payment.

- d. Employees who fulfill their employment contract are entitled to 12-months coverage commencing September 1 and ending August 31.

Employees who terminate employment for any reason prior to the end of their contract, are laid off, or go on an unpaid leave of absence during the contract year, shall be entitled to fringe benefit premiums and salary prorated as per the “benefits earned” formula in this section.

The Board will pay monthly premiums costs equal to the percentage of the school year that the employee worked or had Board paid sick leave. An insurance year for purposes of computation will commence January 1. If the above calculation results in a partial month, the Board’s portion of premium for that partial month will be paid only if the employee agrees to pay the balance of the premium for that month. Proration formula:

BENEFITS EARNED =

Number of Days Paid ÷ Employee Contract Year

Note: Four (4) days or less results in no deduction of fringe benefits.

F. PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit unions, saving bonds, charitable donations, professional dues, and assessments. However, such plans or programs shall be jointly approved by the Association and the Board.

The number of annuity carriers shall be limited to a maximum of five (5) with the Association having approval of any changes.

G. SEVERANCE

Severance:

1. Upon the severance of an employee who has taught ten (10) years or more for Kentwood Public Schools, the employee shall be compensated for any unused accumulated sick leave at the following rates. This payment structure will apply only for the length of this agreement.

Rate 1 applies to teachers with 25-99 leave days
Rate 2 applies to teachers with 100-249 leave days
Rate 3 applies to teachers with 250 or more leave

<u>RATE 1</u>	<u>RATE 2</u>	<u>RATE 3</u>
\$30/day	\$45/day	\$60/day

2. To qualify for the severance compensation described above, the employee must give written notification to the Human Resources Office by the last day of school of their intent to resign at the end of that school year. Employees who do not complete the full school year contract will not be eligible for this benefit.

Once the resignation has been accepted by the Administration, the employee may not withdraw his/her resignation without the approval of the Administration.

3. Upon the death of an employee, the spouse/beneficiary will be paid at the appropriate rate set forth above for each unused sick leave day accumulated by the employee regardless of the deceased employee's eligibility under the Michigan Public School Employee Retirement Act or years of service.

ARTICLE 6

EMPLOYEE WEEK, DAY AND HOURS

A. STAFF MEETINGS

1. Staff Meetings:

- a. **Elementary:** Unless excused by the building or program administrator, elementary staff employees shall attend a total of three professional development meetings per month as part of their duties (curriculum and/or staff meetings). In addition to the above three meetings, one data team meeting will be held during one of the specials each month. The meeting day and time will be determined by majority vote of building staff and the administrator. Professional development (curriculum) and staff meeting shall last approximately one hour in length. When elementary specials are reinstated to 200 minutes per week, this language shall return to the staff meeting language of the 2006-2008 Master Agreement.
 - b. **Secondary:** Unless excused by the building or program administrator, bargaining unit employees (including Adult/Alternative Education employees) shall attend one staff or curriculum meeting each week as part of their duties. Except under unusual circumstances, Monday shall be considered staff or curriculum meeting day. By mutual agreement of the building staff and principal, staff and curriculum meetings may be scheduled in the morning or on another day.
- 2. Part-time employees who work .6 FTE or less, will attend at least 50% of staff meetings and inservices (including two District inservices), to be mutually agreed upon by the principal and employee at the beginning of each semester. Disagreements shall be resolved by the Executive Director for Human Resources.
 - 3. Employees who are required to attend IEPC and building special services meetings will continue to attend as part of their duties. The District will make every effort to hold such meetings during the scheduled work day.
 - 4. I.E.P.C. and building special services team meetings shall not be considered a meeting for purposes of section A-1.
 - 5. Attendance at any meetings beyond the aforementioned shall be considered voluntary.

B. SCHEDULED WORKING DAY REGULATIONS

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1. The scheduled working day for all employees shall not exceed seven (7) hours except on scheduled meeting days when the working day is extended to allow time for the meeting. Normally, staff and curriculum meetings will not exceed about an hour.

While the above provides for the scheduled work day, the Association recognizes that each employee identified in Article I-A. (including byway of example, part-time employees) has a responsibility to devote additional time for:

- a. Annual "Open House" and/or Orientation meetings.
- b. Parent-employee conferences.

It is the individual employee's professional responsibility to perform duties normally associated with teaching and non-instructional duties outside the scheduled work day, at the time and place of the employee's choosing.

2. Building administrators will designate the daily schedule for staff within the scheduled work day, only after consultation with staff. The Board will not schedule more than 1,099 hours of instruction without bargaining with the Association.
3. If a change in the traditional instructional day is being considered to accommodate collaborative planning time, the principal will consult with staff regarding the length of time for collaboration, the frequency, the impact on the traditional day, and the uses of the collaborative time. Collaborative time shall not be used for staff meetings on a regular basis. The District will notify the Association before consulting with staff about a change in the traditional day to accommodate collaborative planning time.
4. Upon exhaustion of allowed act-of-God days, if there is a need for additional hours to meet the state minimum (1099), the Executive Director for Human Resources will bargain with the Association regarding how to add the hours.

Adult/Alternative Education

1. The Community Education Director, with assistance from Program administrators, is responsible for assigning the specific work days and hours for personnel employed in each of the various Adult and Alternative Education programs.
3. Adult and Alternative Education enrollments and program needs fluctuate within a given school year. Personnel assignments as to days and hours may, of necessity, change periodically during the school year.
4. Employees are to be at their assigned places of duty on time and are to remain until the end of the assigned day or evening. Employees are not to leave a classroom of students unattended at any time except for urgent situations. Arrangements must be made with the immediate supervisor or office prior to leaving the premises.

4. Employees assigned to morning, afternoon, or evening classes longer than three (3) consecutive hours shall have a fifteen (15) minute break provided the employee is available to meet with and continues to supervise students.
5. In fulfilling their assignments, bargaining unit employees shall be required to prepare and keep records of students' progress, lesson plans, attendance, conference reports, test scores, as determined by the Program Administrator or Director. All employees are required, as part of their normal teaching assignment, to include duties as directed by their Program Administrator such as, filling out enrollment forms, calling "no shows" on class lists, and documenting reasons for student absences.

C. DUTY FREE LUNCH PERIOD REGULATIONS

1. Elementary bargaining unit members shall be provided with a duty-free lunch period of not less than 35 uninterrupted minutes. Noon supervision duty during inclement weather shall not be handled by employees except when absolutely necessary. In those cases the principal shall secure an individual or individuals for noon supervision duty during inclement weather as an annual assignment. If an individual cannot be secured on an annual assignment, then each employee shall be required on a rotating calendar-day basis with pay (employee's hourly rate) to perform this duty. The employee assigned on the rotating calendar basis shall have the privilege of securing other employees in the building to perform their duty and shall be required to be on said duty for no more than one-half of the employee's lunch period.
2. K-12 Middle school and high school employees shall be provided with a duty-free lunch period of not less than 30 uninterrupted minutes.
3. Adult/Alternative Education Employees with an assignment of five hours or more per day shall be entitled to a duty free, half hour, unpaid lunch period.

D. RECESS DUTY REGULATIONS

1. Elementary employees shall not be required to supervise the playground during recess periods. Inclement weather duty within the building may be assigned to employees on a rotation basis with no more than 50% of the employees required to be on duty during a particular day. Recesses shall be included in instruction time as part of the elementary school day for state reporting purposes and shall be a total of 30 minutes.
 - a. 15 minutes of recess will remain duty-free to bargaining unit employees.
 - b. A certified staff member will be assigned to manage students on each playground in order to provide Conflict Resolution and physical fitness for a period of 15 minutes per day. The remainder of the certified staff members will be available to provide instructional time for small groups, individualized tutoring, remediation, make-up work, enrichment, discipline, mentoring, relationship building, or parent communication. The Board recognizes that these activities could be accomplished through a team approach.

2. Employees assigned inclement weather duty shall be released early at the end of the working day or allowed to arrive late the following day for an amount of time equivalent to said duty. On staff meeting days and/or parent conferences, the released time shall be taken on the succeeding day.

E. CONFERENCE PLANNING

1. Elementary bargaining unit employees shall be provided with a daily conference-planning period of not less than 37 minutes. With the exception of those mornings designated as staff or curriculum meeting days (also see Article 6, A-1), elementary employees shall be provided with a daily conference-planning period of 45 minutes before the start of the day.
2. When elementary specials are reinstated to 200 minutes per week, this language shall return to the language of the 2006-2008 Master Agreement. (see letter of agreement dated September 2, 2004) All elementary bargaining unit employees will be provided each week with scheduled release time of 200 minutes. This scheduled released time shall be used by the elementary employee as a conference-planning period. In those instances where the district is not able to obtain a substitute for this release time, the elementary classroom employee filling in for an absent special employee shall be paid for the appropriate prorated portion of time at the employee hourly rate (see Schedule B).
3. The normal weekly teaching load in secondary schools shall not exceed 25 teaching periods per week (excluding seminar or advisor-advisee contact periods), and a minimum of five conference planning periods, except for some employees with block schedules who will be assigned the equivalent of such periods. For Alternative Education, no more than 30 teaching periods (excluding seminar or advisor-advisee contact periods) and a minimum of five conference planning periods (except for blocks). No changes in the format of the employee's regular work day will occur without consultation with the Association.
4. Adult/Alternative Education employees will receive preparation time at the ratio of one hour for every six hours of teaching time. Preparation time shall not apply to bargaining unit employees classified as Academic Advisor.
5. All employees will commence full teaching schedules, beginning on the students' first day of school, and continuing until the students' last day of school.

F. TEAMING

Bargaining unit employees shall have input in determining team make-up at the middle schools. The final placement decision rests with the principal.

G. PROBATIONARY BARGAINING UNIT EMPLOYEES SPECIAL CONSIDERATIONS

Where possible, the Board and, where applicable, the department chairs, will attempt during the first two years of employment as a bargaining unit employee, to assign students so that the percentage of mainstreamed, at-risk, and special needs children will normally not exceed 30% of the employee's classroom, or the applicable building average.

H. SCHOOL WORK YEAR

1. School Year Schedule C, is based upon 181 in school years 15-16, 184 in 16-17 and 184 in 17-18. Bargaining unit employee work days, including no more than ten (10) working days in June, unless instructional days are missed because of school closings. Instructional days missed will be made up in June by extending the school year the number of days lost. Employees who are new to the District will work 186 days in the years 16-17 and 17-18.
2. The calendar for K-12 and Adult/Alternative Education is shown in Schedule C. School Year Schedule C is based on 181 in school years 15-16, 184 in 16-17 and 184 in 17-18 work days, 183 (15-16), 186 (16-17) and 186 (17-18) for bargaining unit employees new to the District.

I. SCHOOL CLOSINGS

On school closings due to inclement weather or equipment breakdown, bargaining unit employees need not report to work on both instruction and inservice days, except when notified to the contrary by the Superintendent of Schools. Instruction days lost are not considered to be work days. Should legislation repeal the need for make-up days, the above language will return to the provisions of the 1984-86 Master Agreement.

ARTICLE 7

ANCILLARY STAFF ASSIGNMENTS

A. INVOLUNTARY TRANSFERS of ANCILLARY STAFF

1. Some involuntary transfers from one building to another or reassignments may be unavoidable.
2. Any involuntary transfer or re-assignment, will be made only after a meeting between the ancillary staff involved, a representative of the Association if requested by the ancillary staff, and the Executive Director for Human Resources at which time the employee will be notified of the reasons.
3. Ancillary staff who are transferred less than seven (7) days prior to the first day of school with students, shall receive two (2) days of pay at bargaining unit member hourly rate.

B. VOLUNTARY TRANSFERS of ANCILLARY STAFF

Transfers by request of the ancillary staff shall be honored whenever possible provided that:

1. The ancillary staff member is qualified for the position requested.
2. Ordinarily requests for midyear transfers shall not be approved.
3. Approval of the receiving Principal is presented to the Executive Director for Human Resources.
4. Final approval shall be by the Superintendent of Schools.
5. Any ancillary staff member denied two requests for transfer within a two-year period will be entitled to a meeting upon request with the Executive Director for Human Resources and an Association Representative at his/her option to discuss the reason for the denial.

C. NOTICE OF VACANCIES

Notices of vacancies shall be posted in each building and sent to the Association. No vacancy shall be permanently filled until it has been posted for at least six normal work days. Upon employee request, during the summer months, a list of current postings will be mailed with the paychecks or on payday for employees with 21 pays.

A vacancy is a new or currently unoccupied position to be filled by the Board when all other employees have been assigned positions and for which there is no employee on leave of absence or lay-off status with a claim to the position.

ARTICLE 8
ACADEMIC FREEDOM

A. RIGHTS

The parties agree that free discussion of historic, scientific, and/or contemporary issues, with free access to all relevant information, is the heart of the democratic process; therefore, the following rights of bargaining unit employees in working with students are accepted.

1. The right to study any of the above issues which have political, economic, scientific, or social significance.
2. The right to free access of all relevant information.
3. The right to study and discuss appropriate academic and educational issues, even though they may be controversial or unpopular, provided the context and presentation is professional and relevant.

B. RESPONSIBILITIES

The employee has the responsibility of treating subject matter and the issues thereto in an objective and scholarly manner.

1. The employee approaches historic, scientific, and/or contemporary issues in the classroom in an impartial and unprejudiced manner.
2. The employee refrains from using his position and prestige to promote a partisan point of view.

ARTICLE 9

LEAVE PRIVILEGES

A. LEAVES WITH PAY (CHARGEABLE)

1. Accumulation of Sick Leave

a. Pre K-12

Each bargaining unit employee shall be granted twelve (12) days sick leave per school year with full pay. A sick leave day for less than full-time employees is the portion of a full day for which they are contracted to work. Such days of leave shall have unlimited accumulation and shall be credited at the beginning of the school year. Unused personal leave day(s), as described in A.2.e. below, from the previous school year shall be added to this unlimited accumulation of sick leave.

In the event an employee terminates employment or is granted any unpaid leave of absence, the above twelve (12) days shall be prorated on the basis of 1 sick leave day per 20 work days, rounded off to the nearest 1/2 day. Such proration shall not occur until leave has exceeded 10 consecutive work days.

b. Adult/Alternative Education

Each employee shall be granted one hour sick leave per 15 hours worked. In the section on Use of Sick Leave (A.2.), wherever the word "days" is used, the leave will be considered to be in hours. One day is equal to seven (7) hours for Adult/Alternative Education employees.

2. Use of Sick Leave

Accumulated sick leave days may be used for the following reasons:

- a. Personal illness or non job-related injury of the employee.
- b. Illness in the immediate family (spouse, parent, parent-in-law, grandparent, child, stepchild, or stepparent) not to exceed 15 work days, except with approval of the Human Resources Office. Additional days may be used for FMLA qualifying leaves by FMLA eligible employees, as designated by either the Board or the employee.
- c. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by attendance on duty.
- d. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed 3 days per school year.

e. All employees shall be allowed two (2) personal leave day. One extra personal leave day per year, purchased by exchanging two sick leave days, will be available to teachers. Such days shall not be cumulative and shall be subject to the following provisions:

1. Arrangements for said leave shall be made at least five (5) days in advance with the principal on the proper form.
2. Matters of an emergency nature shall be allowable upon advance notice to the principal.
3. Personal leave days shall not be used during scheduled parent-teacher conference times or immediately before or after holiday and vacation periods, except in emergencies and with the approval of the principal.

Personal leave days shall be subject to the following daily building quotas:

- a) Each elementary building - 2 leaves
- b) Each middle school building - 3 leaves
- c) High school building - 5 leaves
- d) Adult/Alternative Education program - 3 leaves

No building may exceed its building quota for personal leave days on any single day unless approved by the building principal. Employees who service more than one building shall have their personal leave approved by the "home building" principal.

f. Extended disability (including pregnancy disability and absence required following adoption of child) for a period in excess of ten (10) consecutive work days.

1. In the event of a disability, the bargaining unit employee shall notify the Human Resources Office. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.
2. An employee on disability leave is to report back to work on the date the employee's physician states that he/she is able to return to work.
3. An employee on disability must submit a written, signed statement from his/her attending physician stating that the employee is capable of returning and performing the essential functions of the assignment.
4. Failure to report to work on the date their disability ends without notification shall be considered as voluntary termination of employment, except under emergency circumstances.
5. Board shall have the right to request additional medical information or a review of the medical records by a physician of its choice, at the Board's expense, when

ever the length of disability is in question. If disagreement arises, the Board may ask for an examination, at Board's expense, by a mutually agreed-upon physician.

B. LEAVES WITH PAY (NOT CHARGEABLE)

1. Leaves of absence with pay not chargeable against accumulated sick-leave days shall be granted for the following reasons:
 - a. Death in the immediate family (spouse, parent, grandparent, child, grandchild, brother, sister, stepparent, stepchild, parent-in-law, brother-in-law and sister-in-law) not to exceed 5 work days. This leave is available to employees for making funeral arrangements, travel to/from and attendance at the funeral of immediate family members.
 - b. Absence when a bargaining unit employee is called for jury service less per diem received for jury service. The employee is required to report to their assignment when his/her presence is not required at court.
 - c. Court appearance as witness in any case connected with the employee's employment by the District, or whenever the employee is subpoenaed to attend any proceeding, less per diem received for court appearance. The employee is required to report to their assignment when their presence is not required at court.
 - d. Approved visitation at other schools.
 - e. Approved attendance at educational conferences or conventions, including Association meetings related to instruction. In those instances where the employee is serving as a speaker, the employee may retain all reimbursed expenses (including mileage) and up to the first \$100 of remuneration received for serving as a speaker. Any amount in excess of \$100 will be returned to the Board.
 - f. Approved attendance at the funeral of a current staff member provided that an adequate number of certified volunteer substitutes can be obtained.
 - g. Military reserve training duty, not to exceed two weeks. The Board shall pay the difference between the military pay and the employee's salary.
2. Leaves of absence with pay not chargeable against the employee's accumulated sick-leave days may be granted upon recommendation of the principal with approval of the Human Resource Office for the following reasons:
 - a. Approved travel not to exceed one (1) week that is related to employee's assignment.
 - b. Short-term university study, not to exceed two (2) weeks, that is related to employee's assignment. An employee receiving a stipend shall be paid the difference between the stipend and the salary.

C. SABBATICAL LEAVES

Sabbatical leave may be granted for a period not to exceed one (1) year for advanced study, on the following conditions:

1. The employee shall have taught seven (7) years in the system.
2. The stipend of one-half of his/her base pay shall be allowed for said one-year period.
3. The employee agrees to return for three (3) years or repay the amount paid.
 - a. In the event the employee completes only one (1) year following sabbatical, he/she shall repay the Board two-thirds of the amount of money received while on sabbatical.
 - b. In the event the employee completes only two (2) years employment following the sabbatical, he/she shall repay the Board one-third of the amount of money received during sabbatical.
4. Stipends, fellowships, or other monies awarded or earned while on sabbatical shall be retained by the applicant as well as the Board stipend as defined in 2. above.
5. The employee, upon return from sabbatical leave, shall be restored to his/her former position or to one of comparable status.

D. WORKER'S COMPENSATION

Any regular employee of the school district who in the line of duty incurs an injury for which he/she receives compensation under the Worker's Compensation Act shall be paid during the period of disability the difference between his salary and the amount received under the Worker's Compensation insurance plan, provided that:

1. Said sick-leave benefit is valid by law and payable only if the sick-leave benefit compensation shall not reduce the amount of benefit received by the employee under the Worker's Compensation insurance carrier.
2. Said sick-leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick-leave as heretofore determined in this article.
3.
 - a. The employee shall not lose earned sick-leave time for that percentage of time compensated under the Worker's Compensation insurance plan.
 - b. If the employee is absent from work for a period of time that would qualify the employee for "loss of income" benefits from Worker's Compensation, the wage benefits received by the employee for the first six (6) days will be reimbursed to the Board. In the event the six (6) day period under law changes, the six (6) day waiting period will be adjusted accordingly.

Once "loss of income benefits" are available to the employee, the Board will pay the employee the difference between the amount received from Worker's Compensation and the amount of daily base wages normally paid to the employee. The amount paid by the Board will be charged on a prorated basis to the employee's available sick leave.

- c. The employee will be paid his/her normal daily wages for the time off necessary because of a confirmed job-related injury. This time off will NOT be charged to the employee's sick leave for the day of the injury or, if needed, the five (5) work days following. The need for such absence will be based on medical verification from the Board's doctor or a doctor approved by the Executive Director for Human Resources. If the doctor recommends that the employee work "with restrictions", the supervisor will consult with the employee and the supervisor will make the final determination if the employee will be allowed to work under the conditions stated by the doctor.
4. An employee absent because of a work-related injury will be re-employed in his/her former position if the return to work is authorized by medical personnel approved by the Board and the return is within one (1) year of their initial absence. If the date of return exceeds the one (1) year period, the employee will be re-employed to a position if they are medically recommended for return to work unless he/she would be affected by a reduction in staff as in Article 15.
5. Employees shall report any injury or illness, which is job related as soon as it occurs or reasonably becomes known to the employee.

E. LEAVES WITHOUT PAY

1. Leaves of absence without pay and without credit on the salary schedule shall be granted for a period not to exceed one (1) year for the following reasons:
 - a. Conditions at home require the teacher to remain at home, including child care or adoption (not to exceed three (3) such leaves).
 - b. Personal illness or extended disability on advice of physician.
2. Leaves of absence without pay and without credit on the salary schedule may be granted with approval of the Human Resources Office for a period not to exceed one (1) year for the following reasons:
 - a. Self-improvement including graduate study.
 - b. Travel which has been approved by the Board of Education which is consistent with the educational growth of the employee in his/her field.
 - c. Career exploration.

3. Military - Leaves of absence without pay shall be granted to any employee who shall be inducted, or shall be called, or shall enlist in military duty in any branch of the Armed Forces of the United States.
 - a. The duration of the leave shall be for the duration of the call up. Such leave shall terminate upon any voluntary extension of the tour of duty.
 - b. The Board shall pay the difference between the military pay and salary for ten (10) working days.
 - c. Employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system.
 - d. Sick-leave days accumulated from the date of enlistment or draft shall be held for said employee until his return or otherwise held in accordance with other provisions of this Agreement.
 - e. The above employee shall not be eligible for the above- stated leave until he/she has taught for a period of no less than ninety (90) working days.
4. Peace Corps - Leaves of absence without pay shall be granted for up to two (2) years to any employee who joins the Peace Corps, or similar domestic program as a full-time participant in such programs. Such leaves shall be treated as time taught for purposes of the salary schedule set forth in salary Schedules A and B.
5. Association - Employees who are officers of the Association or Local Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association or Local Association.
6. Campaign for Public Office - The Board may grant a leave of absence without pay to any employee to campaign for, or serve in, a public office.
7. All leaves covered in this section are without pay or fringe benefits and without sick-leave accumulation (as described in Section A).
8. If a leave period does not exceed one semester within the current school year the employee shall be re-employed in his/her former position. Any tenured employee returning from a leave shall be guaranteed a bargaining unit position unless he/she would be affected by a reduction in staff as in Article 14, Section D.

F. LEAVES TAKEN UNDER FMLA (Family and Medical Leave Act)

The leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, qualifying military exigency, or for a serious medical condition affecting themselves or their immediate family or defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. If an employee has need for such leave, he/she should contact the Human Resources Office to determine eligibility and arrange the terms of the leave.

The Board or the employee may require substitution of paid days for unpaid FMLA leave as permitted by the Act. If FMLA adoption leaves are repealed or restricted, the parties will revert back to the 1994-1997 Master Agreement language.

G. GENERAL PROVISIONS

1. After three (3) consecutive absences, a medical report may be required at the discretion of the Human Resources Office.
2. Any bargaining unit employee who willfully violates or misuses this policy or misrepresents any statement or condition under this policy may be subject to discipline.
3. The Human Resources Office may request a medical report to certify the legitimacy of a claim for compensation for absence.
4. After having been absent for ten (10) consecutive work days in excess of accumulated sick leave days an employee, upon notification by the Board, shall either apply for a leave of absence or submit a resignation. The employee shall respond within five (5) work days. If a leave is requested, it shall be granted with the same reemployment rights (i.e. 9.C.5., 9.E.8.) as all other leaves.
5. Reemployment may be denied for failure to notify the Human Resources Office as directed prior to the termination date of leaves granted in Article 9, section E.
6. Unpaid leaves will not generally be approved if a "paid leave" is available that could appropriately be utilized for a requested absence. At the employee's request, the use of short-term disability, when available, will be used before the exhaustion of available paid leave.

ARTICLE 10

CONTRACTUAL RELATIONS

A. JUST CAUSE – ANCILLARY STAFF

1. No ancillary staff shall be disciplined, reprimanded, or reduced in compensation without just cause.
2. Schedule B is an annual assignment. Bargaining unit employees not renewed for Schedule B positions shall, upon request, be provided with written reasons for the denial of the position and shall have the right to add a written response. The failure to reemploy any employee to a Schedule B position or other assigned responsibilities outside the school day is not arbitrable.

B. LETTERS OF INTENT

1. Employment letters of intent shall be issued in lieu of contracts prior to May 15 in the absence of a completed Master Agreement.
2. Said letters shall be due back in the office of the principal within ten (10) work days of the date of issue. Extensions of time may be granted upon request to the Superintendent of Schools.

C. CONCEPT OF PROGRESSIVE DISCIPLINE

1. The Board recognizes the concept of progressive discipline with respect to ancillary staff.

ARTICLE 11

INSTRUCTION

A. CURRICULUM PROCESS

Curriculum Council recommendations shall be submitted to the Administration and then to the Board for its consideration and action.

1. Curriculum Content or Grade Level Committees

Each employee will choose one Curriculum Content or Grade Level Committee on which to serve for each school year. Employees are encouraged to choose the committee that most closely matches their assignment. The purpose of these committees is to work on and make decisions based on the “how” of curricular issues such as:

- programming
- curriculum development
- material/resource/textbook choice

Committees will give input on curriculum standards, testing, and other issues regarding state accreditation.

Committee meetings will be held as necessary, not to exceed eight (8) times per year.

Committee chairs will be elected by the committee members. Committee representatives of middle and high school content employees may wish to elect co-chairs representing the two levels. A list of committees and job descriptions may be found in the Curriculum Council Guidelines document.

2. Curriculum Council

The Curriculum Council will be sixteen (16) elected teachers (one per building), sixteen (16) administrators or administrative appointed representatives and three (3) parents.

The purpose will be:

- to serve as the District School Improvement Committee under school code law including review of M-STEP achievement results
- to disseminate information through the elected representatives to each building
- to review committees’ recommendations and review to ensure that proper process was followed
- to direct in-service day activities and recommend staff development activities - create agendas, choose speakers, etc.

- to review communication materials such as *Curriculum Briefs* and make suggestions to the Instruction Office
- to present recommendations to the Superintendent of Schools and his/her designee who shall make recommendations to the Board of Education

There will be up to five scheduled meetings of Curriculum Council per school year, which may include one full-day, released time meeting. The Council will be co-chaired by the Executive Director for Human Resources . The co-chair will be a KEA member elected from the membership of the Council.

All voting of the Curriculum Council shall be accomplished by a written ballot.

Curriculum Council Guidelines describe the duties of Council members.

B. CLASS SIZE

1. Class size is recognized as a crucial component of being an effective employee. It is the goal of both the Board and the KEA to continuously address this issue. During the duration of this contract, efforts will be concentrated at providing relief within the classroom. Upon completion of this current building program and expiration of this contract, class size will be given priority status in future negotiations.

The Board shall make every reasonable attempt to equalize class size at all levels.

2. Class size guidelines shall be as follows:

	<u>Ideal No.</u>	<u>Maximum</u>
K-2	22	29
3-5	24	31
Middle	25	32
High School	26	32

Exceptions:

	<u>Maximum</u>
Secondary Physical Education	38
Secondary Vocal and Instrumental Music	Unlimited
Elementary Split Classes	22
All others Secondary	32

- 3, If the class size is within one student of the stated maximum, the employee may request a meeting with the principal and the Executive Director for Human Resources to discuss and recommend solutions.
- 4 If the number of students exceeds the ideal number in basic or low level classes and an employee recognizes that the needs of students are not being adequately met because of class size, the employee may invoke the following procedure:

The employee shall communicate with the principal to define the problem and to recommend a solution in an attempt to resolve the matter.

In no case shall the maximum class sizes for basic or low level secondary classes exceed 28 students.

A list of basic or low level classes will be reviewed annually by the Executive Director for Human Resources, building principal and the Association.

5. In determining class size, students with disabilities will be counted as part of the elementary employees' class load when their enrollment in that classroom reaches .5 FTE or above.
6. In the event that the maximum number is exceeded because of an emergency (fiscal or facility limitations), a committee of the Superintendent, the president of the local association, building principal and the affected employee shall meet to discuss options and alternatives to remedy the overload situation.
7. There shall be an attempt to balance the assigning of special education students to general education classrooms. However, this shall not preclude other alternatives for the assigning of special education students which employees may voluntarily approve.
8. The class count shall start:

Elementary - After 15 work days
Secondary - after 15 work days of each semester.
9. It is the Board's goal to observe the standards for class size and caseload stated in applicable rules, regulations and State waivers. In the event that the maximum number is exceeded because of an emergency (fiscal or facility limitations), a committee of the Superintendent, the president of the Association, building principal, Director of Special Education, and the affected employee(s) shall meet to discuss options and alternatives to remedy the overload situation.

C. LEAST RESTRICTIVE ENVIRONMENT

1. Bargaining unit members shall not be required to assist a student with disabilities in the routine scheduled performance of bodily functions or to provide routine, scheduled maintenance of an apparatus in accomplishing such bodily functions (e.g. suctioning, catheterization). The employee shall be informed and instructed as to emergency measure(s) which may be necessary on occasion due to the student's disabilities. Otherwise, it is the employee's responsibility to implement the services or accommodations specified in the IEP while the student is under the employee's supervision.

2. In assigning a student with disabilities to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the student's condition, the number of other students with disabilities assigned to the class and the overall class sizes within the applicable classrooms.
3. Where necessary in each building there will be a designated staff member and an appropriate designated area for the performing of routine maintenance of an apparatus to maintain bodily function and/or routine care or maintenance of bodily functions related to an impaired condition of a student.

ARTICLE 12

GRIEVANCE PROCEDURE AND ARBITRATION

A. GRIEVANCE DEFINITION

1. A grievance is a complaint of an alleged violation or misapplication of provisions of the Master Agreement.

The Association, believing that there has been a violation or misapplication of the provisions of the Master Agreement may file a grievance. In the event the grievance involves the rights of a bargaining unit member or group of employees, the Association may file a grievance provided the grievance is either signed by or otherwise identifies the employee(s) allegedly aggrieved.

2. Grievance - Master Agreement - Any employee or group of employees believing that there has been a violation or misapplication of any provision of this Agreement may process the complaint of the alleged violation by continuing the grievance through steps 1, 2, 3 and 4. (Step 4 requires Association approval.)

B. GRIEVANCE STEPS

Step 1. (Discussion)

An employee with a grievance shall discuss it with the immediate supervisor, Principal, Executive Director for Human Resources, individually or with the Association representative, within ten (10) work days of the alleged violation.

Step 2. (Written to Immediate Supervisor)

- a. An employee having a complaint of an alleged violation shall file form Grievance Complaint Step 2 with the Principal or immediate supervisor within five (5) work days of the conference provided for in Step 1.
- b. The administrator with whom the Grievance Complaint Step 2 has been filed shall respond within five (5) work days on form Grievance Reply Step 2.
- c. The written grievance as contemplated by this paragraph shall:
 - (1) Be specific and contain a statement of the facts upon which the grievance is based. This statement shall be repeated in all succeeding steps.
 - (2) Specify all articles and sections of this Agreement alleged to have been violated or misapplied. These references shall be repeated in all succeeding steps.
 - (3) State the relief requested. This statement shall be repeated in all succeeding steps.

- (4) Be signed by the employee or employees involved, or in the case of an Association grievance, signed by the Association.

Step 3. (Written to Superintendent of Schools or Representative)

In the event the aggrieved person is not satisfied, he shall have ten (10) work days from the receipt of form Grievance Reply Step 2 to transmit form Grievance Complaint Step 3 to the Superintendent of Schools or representative who shall have ten (10) work days from receipt to approve or disapprove it on form Grievance Reply Step 3.

Step 4. (Arbitration)

- a. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the Association shall have the right to appeal the dispute to an impartial arbitrator who may be selected in accordance with the rules of the American Arbitration Association.
- b. Such appeal shall be taken within twenty (20) work days from the date of receipt of written notice to the grievant of the Superintendent or his/her representatives final determination provided in Step 3.

C. REGULATIONS FOR GRIEVANCE STEPS

1. Any grievance not advanced to the next step by the aggrieved within the time limit in that step shall be deemed abandoned and not grievable.

Time limits imposed in Steps 2, 3, and 4 may be extended only by mutual written consent of the Board and aggrieved.

2. The aggrieved has the right to a hearing individually or with the Local Association representative present in Steps 2 and 3.

A request for hearing shall be made to the administrator or Board with whom the grievance has been filed within three (3) work days of the date of the grievance receipt.

3. All complaints and replies shall be in written form.
4. Copies of the grievance shall be delivered to the Superintendent of Schools or representative and Grievance Chairperson.
5. Any grievance not receiving formal reply from the Board's agent within the time limits specified shall automatically be moved to the next step of the grievance procedure. If no reply has been received by the aggrieved at each of the steps necessary to process the grievance, then at the lapse of the final time limit for the maximum step for that grievance, it shall be deemed approved in favor of the grievant.

D. UNJUST DISCHARGE

1. If any ancillary staff for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.
2. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.

E. DISPOSITION OF GRIEVANCES

All parties to this Agreement shall make earnest attempts to dispose of grievances at each level, as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be the exclusive procedure to be followed in case of a grievance; provided, however, that where the State law in regard to tenure is in conflict with the Agreement, the State law shall govern.

F. EXCLUSIONS

The arbitration procedure shall not apply to the following:

1. The non-renewal of a probationary employee.
2. Any prohibited subject within section 15(3) of PERA.

G. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act [Act IV Public Acts (extra session), of 1937 of Michigan, as amended.]

H. BINDING ARBITRATION

1. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above.
1. It shall be final and binding on the Association, its local members, the employee or the employees involved, the Board and its agents.

I. ARBITRATION EXPENSES

1. If the grievance is denied by the arbitrator, all fees and expenses of the arbitrator shall be borne by the Association.
2. If the grievance is upheld by the arbitrator, all fees and expenses of the arbitrator shall be borne by the Board.
3. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other

J. BOARD POLICIES AND REGULATIONS

Bargaining Unit Employees and/or Association concerns about alleged violations of Board Policies and Regulations will be discussed with the Executive Director for Human Resources.

ARTICLE 13

REDUCTION IN ANCILLARY STAFF

A. CERTIFICATION OF PERSONNEL

Certification of bargaining unit employees is determined by the Michigan Department of Education.

B. SENIORITY OF PERSONNEL

There shall be two separate seniority lists: one for the Pre-K-12 division and one for the Adult/Alternative Education division. Employees who have taught in one division and later teach in the other shall appear on both lists, but they shall retain only the seniority they have earned in each individual division. The District will provide a list of the programs in Pre-K-12 and Adult/Alternative Education divisions.

By February 1 of each year, the Board shall furnish to the Association and to all building representatives a copy of the two seniority lists stating the seniority, certification, majors and minors of all teachers. Employees shall have thirty (30) calendar days to correct any errors, provide evidence of additional certification(s), or raise objections to such lists, which shall be done in writing. Failure to timely object, correct errors or provide additional certification will constitute a forfeiture of the right to object to Board decisions based on such lists.

K-12

1. New bargaining unit employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as hereinafter used shall be length of continuous service with the Kentwood Board of Education and in the KEA bargaining unit within the K-12 division.
3. Bargaining unit employees granted an unpaid leave of absence of more than one-half of a full employee work year in accordance with the provisions of the Master Agreement shall retain but not accumulate seniority during such periods.
4. Members of the KEA bargaining unit who accept a position in administration in the Kentwood Public Schools will forfeit all accumulated seniority unless they return to a position in the bargaining unit within a period of two (2) years after leaving the unit. If the former member wishes to return to a bargaining unit position within the two-year period, he/she may return to any opening (vacancy) for which he/she is certified. The return of a former member who acquired tenure in the Kentwood Public Schools may not cause any tenured bargaining unit member to be bumped or laid off. The return of a former member who did not acquire tenure may not cause the bump or lay-off of any bargaining unit member. Upon the return of the former member under the above circumstances, he/she will retain only the number of years of seniority he/she had accumulated while a member of the bargaining unit.

5. Credit given for outside teaching experience shall not be considered for the purpose of accumulating seniority. However, Adult/Alternative Education employees, who were employed by Southkent Consortium immediately prior to their employment by Kentwood for the 1994-95 school year, have been granted program seniority in Kentwood's Adult/Alternative Education division equal to the employee's years of continuous service with Southkent.

Adult/Alternative Education program seniority shall be used only within the Adult/Alternative Education programs for purposes of assignment, transfer, layoff and recall.

6. Any employee shall have seniority on the following basis:
 - a. Starting date
 - b. Board confirmation date
 - c. Date on which written contract was signed based on last date of hire.
 - d. Drawing by lot to break remaining seniority ties.
7. Seniority shall be considered continuous when an employee is transferred, or granted a change-of-status request to teach a different grade level within the employee's certification.

Adult/Alternative Education

1. New employees hired into the Adult/Alternative Education program are probationary employees as described by the Tenure Act.
2. Seniority shall be defined as length of service with the Kentwood Board of Education in the KEA bargaining unit within the Adult/Alternative Education division. Bargaining unit employees must work a semester or more each year to accumulate seniority. Accumulation of seniority shall begin with the employee's first working day of continuous employment with Kentwood Public Schools.
3. Otherwise, the provisions of paragraphs 3-7 above shall apply in the Adult/Alternative Education division.

C. QUALIFICATION OF PERSONNEL

North Central Association requirements shall apply to grades 7 - 12.

D. NECESSARY REDUCTION OF PERSONNEL

1. The Board and the Local Association realize that education, to a large degree, depends upon the financial resources available to the Board, and in accordance with this realization, understand that in some instances it may be economically necessary to reduce the educational program and subsequently the staff when funds are not available.
2. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
3. Notice of layoff of ancillary staff in the K-12 program shall be made no later than 30 days before the end of the first semester and no later than May 31, for the following school year. When the Board determines that ancillary staff layoffs are necessary, an up-to-date seniority list shall be made available in all buildings prior to the layoff notices so that members can verify and/or update valid certification(s).

Any employee who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled as an employee by August 1, shall reimburse the District the amount of benefits through payroll deduction or direct payment to the District.

In Adult/Alternative Education, notice of ancillary staff layoff shall be given as soon as possible but not less than 30 days in advance. In the case of an agency or client reduction in staff (DSS, PineRest, Business and Industrial Programs), it may be necessary to reduce the number of days below thirty (30), but a minimum of fourteen (14) days notice shall be given. When scheduled classes are canceled, subsequent to the tentative assignment date, no advance notice of layoff is required.

4. In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used:
 - a. Probationary ancillary staff employees within each division shall be laid off first where any non-probationary whose position has been curtailed is certified and qualified to perform the services of the probationary ancillary staff.
 - b. In the event seniority ancillary staff must be laid off, layoff of ancillary staff shall be determined by the following order within each division (K-12 and Adult/Alternative Education):
 - 1) Certification
 - 2) Seniority within classification
 - 3) Qualifications
5. In order to assure that ancillary staff with the least seniority are the ones subject to layoff, it may be necessary to reassign seniority ancillary staff within a division from their current assignments to others areas/grade levels for which they are certified. When making reassignments, seniority of those affected shall be considered.

6. Procedure for review and appeal:
 - a. The proposed layoff list shall be delivered to the Local Association president prior to notification of affected employees.
 - b. Upon request of the Local Association president, the Superintendent of Schools shall arrange for a review of the effects of such layoff. The request for such review shall be made in writing within five (5) working days of the date of the proposed list.
 - c. If the Local Association is not satisfied with the review, it may make a written request for a hearing with the Board of Education within five (5) working days after the date of the above review.
7. Ancillary staff who is laid off pursuant to this article has the right to be placed in a position in his/her division(s) for which the ancillary staff is certified and qualified which is occupied by the ancillary staff with the least seniority.

E. RECALL OF PERSONNEL

1. Seniority ancillary staff shall be recalled in inverse order of layoff for new positions for which they are certified and qualified to the division(s) from which she/he was laid off (i.e. K-12 or Adult/Alternative Education).
2. The recall list shall be maintained by the Board for three (3) full school years or a period equivalent to the individual ancillary staff's accumulated seniority, whichever is greater.
3. Failure of ancillary staff to accept a bargaining unit position of at least equivalent time when laid off shall remove the ancillary staff from the recall list.
4. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE 14

NEGOTIATION PROCEDURES

A. NEGOTIATORS

1. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiators of the other party and each party may select its representatives within or outside the school district.
2. The parties mutually pledge that the negotiators selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations, subject only to ultimate ratification.
3. A bargaining unit employee engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any necessary grievance or negotiation shall be released from regular duties without loss of salary. Such employees are not to be excused from their duties until a substitute can be secured.

B. EDUCATIONAL PILOT PROGRAMS

The Association recognizes the Board's ability to establish educational pilot programs. Prior to implementation, the Board will notify the Association of the duration of any pilot program. Upon completion of a pilot, the Association may demand to bargain the impact.

ARTICLE 15

NONSTRIKE CLAUSE

The Local Association and its individual members agree not to strike (i.e. the concerted failure to report for duty, or willful absence of a bargaining unit employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever as long as this Agreement is in effect.

ARTICLE 16

SAVINGS CLAUSE

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

ARTICLE 17

DURATION OF AGREEMENT

A. DURATION

This Agreement shall commence August 31, 2013, and shall remain in full force and effect until August 30, 2015.

B. PROCEDURES FOR AGREEMENT CHANGES

1. Either of the parties hereto desiring to change or terminate this Agreement shall notify the other party in writing during the terminal year of this Agreement.
2. Negotiations shall be started no later than March 1 of the terminal year, unless a different date is mutually agreed upon by the parties hereto.

ASSOCIATION

Willie R. Suber

KCEA President

[Signature]

KEA President

[Signature]

Chief Negotiator

2-4-16
Date

BOARD OF EDUCATION

Mimi Madden

President

[Signature]

Secretary

[Signature]

Chief Negotiator

2-4-16
Date

2015-2016

Salary Schedule A - K-12
2015-2016

Years Exper	1.01		
	BA <u>15-16</u>	MA <u>15-16</u>	MA+ <u>15-16</u>
1	36,845	40,530	42,742
2	37,952	41,634	43,847
3	39,425	43,479	45,321
4	39,425	43,479	45,321
5	39,425	43,479	45,321
6	46,425	50,847	53,057
7	48,637	53,427	55,637
8	50,847	55,637	58,216
9	53,057	58,216	60,427
10	55,268	60,795	63,007
11	55,268	60,795	63,007
12	55,268	60,795	63,007
13	58,953	65,953	68,532
14	58,953	66,690	69,270
15	58,953	67,428	70,006
16	58,953	67,428	70,006
17	58,953	67,428	70,006
18	58,953	68,532	72,217
19	58,953	69,270	72,953
20	58,953	69,637	73,692
21	58,953	69,637	73,692
22	58,953	69,637	73,692
23	58,953	70,743	75,903
24	58,953	71,112	76,639
25	58,953	71,480	77,376
26	58,953	72,555	78,819

Notes:

1. MA means Masters Degree.
2. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.

2015-2016

Schedule A1 - Adult/Alternative Education
Hourly Rate

	1.01		
Years	BA	MA	MA+
Exper	<u>15-16</u>	<u>15-16</u>	<u>15-16</u>
1	28.45	31.30	33.01
2	29.30	32.15	33.87
3	30.44	33.57	35.00
4	30.44	33.57	35.00
5	30.44	33.57	35.00
6	35.86	39.27	40.98
7	37.55	41.25	42.97
8	39.27	42.97	44.96
9	40.98	44.96	46.66
10	42.67	46.95	48.65
11	42.67	46.95	48.65
12	42.67	46.95	48.65
13	45.53	50.92	52.91
14	45.53	51.50	53.49
15	45.53	52.07	54.07
16	45.53	52.07	54.07
17	45.53	52.07	54.07
18	45.53	52.91	55.76
19	45.53	53.49	56.34
20	45.53	53.77	56.90
21	45.53	53.77	56.90
22	45.53	53.77	56.90
23	45.53	54.63	58.61
24	45.53	54.91	59.18
25	45.53	55.21	59.75
26	45.53	56.03	60.87

Notes:

1, MA means Masters Degree.

2. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.

2016-2017

Salary Schedule A - K-12
2016-2017

	1.01		
Years	BA	MA	MA+
Exper	<u>16-17</u>	<u>16-17</u>	<u>16-17</u>
1	37,213	40,935	43,169
2	38,331	42,050	44,285
3	39,819	43,914	45,774
4	39,819	43,914	45,774
5	39,819	43,914	45,774
6	46,889	51,355	53,588
7	49,123	53,961	56,193
8	51,355	56,193	58,798
9	53,588	58,798	61,031
10	55,820	61,403	63,637
11	55,820	61,403	63,637
12	55,820	61,403	63,637
13	59,543	66,613	69,217
14	59,543	67,357	69,963
15	59,543	68,102	70,706
16	59,543	68,102	70,706
17	59,543	68,102	70,706
18	59,543	69,217	72,939
19	59,543	69,963	73,683
20	59,543	70,333	74,429
21	59,543	70,333	74,429
22	59,543	70,333	74,429
23	59,543	71,450	76,662
24	59,543	71,823	77,405
25	59,543	72,195	78,150
26	59,543	73,281	79,607

Notes:

1. MA means Masters Degree.
2. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.

2016-2017

Schedule A1 - Adult/Alternative Education
Hourly Rate

	1.01		
Years	BA	MA	MA+
Exper	<u>16-17</u>	<u>16-17</u>	<u>16-17</u>
1	28.73	31.61	33.34
2	29.59	32.47	34.21
3	30.74	33.91	35.35
4	30.74	33.91	35.35
5	30.74	33.91	35.35
6	36.22	39.66	41.39
7	37.93	41.66	43.40
8	39.66	43.40	45.41
9	41.39	45.41	47.13
10	43.10	47.42	49.14
11	43.10	47.42	49.14
12	43.10	47.42	49.14
13	45.99	51.43	53.44
14	45.99	52.02	54.02
15	45.99	52.59	54.61
16	45.99	52.59	54.61
17	45.99	52.59	54.61
18	45.99	53.44	56.32
19	45.99	54.02	56.90
20	45.99	54.31	57.47
21	45.99	54.31	57.47
22	45.99	54.31	57.47
23	45.99	55.18	59.20
24	45.99	55.46	59.77
25	45.99	55.76	60.35
26	45.99	56.59	61.47

Notes:

1, MA means Masters Degree.

2. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.

2017-2018

Salary Schedule A - K-12
2017-2018

	1.01		
Years Exper	BA <u>17-18</u>	MA <u>17-18</u>	MA+ <u>17-18</u>
1	37,585	41,344	43,601
2	38,714	42,471	44,728
3	40,217	44,353	46,232
4	40,217	44,353	46,232
5	40,217	44,353	46,232
6	47,358	51,869	54,124
7	49,614	54,501	56,755
8	51,869	56,755	59,386
9	54,124	59,386	61,641
10	56,378	62,017	64,273
11	56,378	62,017	64,273
12	56,378	62,017	64,273
13	60,138	67,279	69,909
14	60,138	68,031	70,663
15	60,138	68,783	71,413
16	60,138	68,783	71,413
17	60,138	68,783	71,413
18	60,138	69,909	73,668
19	60,138	70,663	74,420
20	60,138	71,036	75,173
21	60,138	71,036	75,173
22	60,138	71,036	75,173
23	60,138	72,165	77,429
24	60,138	72,541	78,179
25	60,138	72,917	78,932
26	60,138	74,014	80,403

Notes:

1. MA means Masters Degree.
2. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.

2017-2018

Schedule A1 - Adult/Alternative Education
Hourly Rate

Years Exper	1.01 BA <u>17-18</u>	MA <u>17-18</u>	MA+ <u>17-18</u>
1	29.02	31.93	33.67
2	29.89	32.79	34.55
3	31.05	34.25	35.70
4	31.05	34.25	35.70
5	31.05	34.25	35.70
6	36.58	40.06	41.80
7	38.31	42.08	43.83
8	40.06	43.83	45.86
9	41.80	45.86	47.60
10	43.53	47.89	49.63
11	43.53	47.89	49.63
12	43.53	47.89	49.63
13	46.45	51.94	53.97
14	46.45	52.54	54.56
15	46.45	53.12	55.16
16	46.45	53.12	55.16
17	46.45	53.12	55.16
18	46.45	53.97	56.88
19	46.45	54.56	57.47
20	46.45	54.85	58.04
21	46.45	54.85	58.04
22	46.45	54.85	58.04
23	46.45	55.73	59.79
24	46.45	56.01	60.36
25	46.45	56.32	60.95
26	46.45	57.16	62.08

Notes:

1, MA means Masters Degree.

2. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.

ADDENDUM TO KENTWOOD EDUCATION ASSOCIATION
KCEA/MEA/NEA MASTER AGREEMENT
SCHEDULE B 2015-2018
PAY FOR SERVICES BEYOND THE SCHEDULED WORK DAY

ELEMENTARY SCHOOL

<u>Misc</u>	Step 1	Step 2	Step 3	Step 4	Step 5
Clubs	256	274	293	309	328
Editor Building Newsletter	256	274	293	309	328
Gifted/Talented Coordinator	620	656	693	730	766
Intramural Sports (per Hour)	0	0	0	0	27.35
Odyssey of the Mind	325	342	360	379	397
Red Cross Director	236	256	274	293	309
Safety Director	803	837	874	911	948
Science Coordinator	620	656	693	730	766
Student Council	730	766	803	837	874

MIDDLE SCHOOL

Athletics

Basketball	2664	2754	2846	2936	3028
Cheerleading	1407	1495	1587	1677	1769
Cross Country	2008	2100	2191	2280	2372
Diving	2664	2744	2846	2936	3028
Softball	1641	1692	1823	1915	2008
Swimming	2664	2754	2846	2936	3028
Tennis	2298	2390	2481	2572	2706
Track	2298	2390	2481	2572	2706
Volleyball	2664	2754	2846	2936	3028
Wrestling	2664	2754	2846	2936	3028

Fine Arts

Band	1458	1550	1640	1732	1823
Choral	1184	1277	1368	1458	1550
Musical Director	1458	1531	1604	1677	1751
Musical Assistant-Costumes	256	328	401	474	547
Musical Assistant-Choreographer	73	110	146	182	219
Musical Assistant-Accompanist	73	110	146	182	219
Musical Assistant-Sets	73	110	146	182	219
Musical Assistant-Drama	146	219	293	363	438
Orchestra	1204	1277	1349	1423	1493

2015-2018**Other**

	Step 1	Step 2	Step 3	Step 4	Step 5
8th Grade Banquet	293	328	363	401	438
Area Coordinator	293	328	363	401	438
Computer Coordinator	547	584	620	656	693
Editor of Building Newsletter	293	328	363	401	438
Gifted/Talented Coordinator	620	656	693	730	766
Intramurals (per Hour)					27.35
Odyssey of the Mind	510	547	584	620	656
Other Club	401	438	474	510	547
Science Coordinator	620	656	693	730	766
Special Olympics	293	328	363	401	438
Student Council	803	837	874	911	948
Student Paper	620	656	693	730	766
Student Yearbook	803	837	874	911	948

HIGH SCHOOL***Athletics***

Athletic Trainer	7657	7840	8021	8203	8386
Ass't Athletic Director	5651	5833	6016	6199	6381
Baseball-Varsity	4558	4741	4923	5104	5286
-J.V.	3282	3464	3646	3828	4011
-Freshman	2917	3099	3282	3464	3646
Basketball-Varsity	6381	6563	6744	6926	7292
-J.V.	3828	4011	4193	4558	4741
-Freshman	3646	3828	4011	4193	4374
Competitive Cheer - Varsity	3744	3923	4103	4283	4462
Cheerleading-Varsity	2734	2917	3099	3282	3464
-J.V.	2553	2643	2734	2825	2917
-Freshman	1732	2006	2189	2370	2553
Cross Country	3282	3464	3828	4193	4374
Diving-Varsity	4741	4923	5104	5286	5470
Dance-Varsity	1823	2006	2189	2370	2553
-J.V.	1458	1640	1823	2006	2189

2015-2018	Step 1	Step 2	Step 3	Step 4	Step 5
Football-Varsity Head	6381	6563	6744	6926	7292
- "A" Assistant (5)	4374	4558	4741	4923	5104
- "B" Assistant(4)	3646	3828	4011	4193	4374
-78'ers(4)	1640	1823	2006	2189	2370
Golf-Varsity	3464	3646	3828	4011	4193
-J.V.	1277	1640	2006	2370	2734
Gymnastics-Varsity	4741	4923	5104	5286	5470
-Assistant	2553	2734	2917	3099	3231
Ice Hockey-Head	4741	4923	5104	5286	5470
-Assistant	2917	3099	3282	3464	3646
Soccer-Varsity	4193	4374	4558	4741	4923
-J.V.	2189	2371	2553	2734	2917
Softball-Varsity	4558	4741	4923	5104	5286
-J.V.	3281	3464	3646	3828	4011
-Freshman	2917	3099	3282	3464	3646
Swimming-Varsity	4741	4923	5104	5286	5470
-Assistant	4667	4813	4958	5104	5251
Tennis-Varsity	3646	3828	4011	4193	4374
-J.V.	2370	2553	2734	2917	3099
Track-Varsity-Head	4923	5104	5286	5470	5651
-Assistant	3282	3464	3646	3828	4011
Volleyball-Varsity	4741	4923	5104	5286	5470
-J.V.	3099	3282	3464	3646	3828
-Freshman	2917	3099	3282	3464	3646
Water Polo	3282	3464	3646	3828	4011
Wrestling-Varsity	4923	5104	5286	5470	5651
-J.V.	3464	3646	3828	4011	4193
-Freshman	2917	3099	3282	3464	3646

2015-2018**Instrumental Music**

	Step 1	Step 2	Step 3	Step 4	Step 5
9th Grade Band	620	693	766	837	911
Advanced String Ensemble	638	709	784	857	911
Advanced Woodwind Ensemble	638	709	784	857	911
Concert Band	1166	1240	1312	1386	1458
Concert Orchestra	620	693	766	837	911
Jazz Band	638	709	784	857	911
Marching Band Assistant (2) (including camp)	1166	1240	1312	1386	1458
Marching Band Color Guard (1) (including camp)	1550	1640	1732	1823	1914
Marching Band Director (including camp)	1450	2553	2643	2734	2825
Pep Band (per appearance)	43	48	51	54	57
Symphonic Band	1312	1386	1458	1531	1604
Symphony Orchestra	1312	1386	1458	1531	1604

Vocal Music

9th Grade Choir Director	256	328	400	473	546
Concert Choir Director	219	291	362	434	508
Honors Choir Director	730	803	874	947	1020
Madrigal Singer Director	1204	1277	1349	1422	1492
Mans Chorus Director	288	296	303	309	318
Varsity Voices Director	1550	1640	1732	1823	1914
Women Chorus Director	620	693	766	837	911

Drama

Ass't Accompanist	584	656	730	803	874
Ass't Choreographer	730	803	874	948	1021
Ass't Costumes	318	325	332	338	346
Ass't Makeup	149	156	165	172	178
Ass't Orchestra	1094	1166	1240	1312	1386
Ass't Production	1021	1094	1166	1240	1312
Ass't Sets	1021	1094	1166	1240	1312
Ass't Vocal	1094	1166	1240	1312	1386
Drama Club	219	293	363	438	510
HS Fall Play	1423	1493	1567	1640	1714
HS Musical Director	1823	1914	2006	2096	2189
HS One Act Play	438	510	584	656	730

2015-2018

Other

	Step 1	Step 2	Step 3	Step 4	Step 5
Area Coordinator	1166	1203	1239	1276	1310
Bookstore	3063	3099	3136	3170	3207
Class Sponsor-Senior	1493	1530	1566	1603	1639
Class Sponsor-Junior	1204	1240	1277	1312	1349
Class Sponsor-Sophomore	584	620	656	693	729
Class Sponsor-Freshman	584	620	656	693	729
Computer Services Coordinator	1166	1203	1239	1276	1310
Debate	2589	2624	2661	2696	2733
Debate Assistant	1312	1349	1385	1422	1457
Department Head (plus \$125 per employee)	1094	1130	1166	1203	1239
Forensics	2041	2078	2114	2151	2187
Gifted/Talented Coordinator	620	656	693	729	765
Insights Newsletter (\$100 per issue)	110	128	146	166	182
National Honor Society	1204	1239	1277	1312	1349
Other Clubs	401	438	474	510	547
Radio Station Director	401	438	474	510	547
Shakespeare Club	510	547	582	618	655
Student Council	2006	2041	2078	2114	2151
Student Paper	1277	1312	1349	1385	1422
Weight Training Supervisor (per Hour)					27.35
Yearbook	1531	1567	1604	1640	1677

District Wide

Curriculum Council	584	620	656	693	730
Driver Education-Director	1094	1130	1166	1204	1240
Driver Education - per Hour	21.89	23.70	25.53	27.34	29.17
Fine Arts Festival Coordinator	293	328	363	401	438
K-12 Gifted/Talented Coord.	1751	1823	1896	1969	2041
Teacher Hourly Rate					27.35
Mileage					

see Administration Regulation
Curriculum Workshops
Summer School(plus Preparation)

PAY OPTIONS:

26/21 pays

Lump sum (June)

At completion of duties

Committee Chair = \$550

Building Repr – Teacher Hourly Rate

Curr Council – Teacher Hourly Rate

Multicultural Repr - \$400.00

90 days - Aug 25, 2015 - Jan 22, 2016
 regular staff
 91 days - Jan 25, 2016 - Jun 10, 2016
 staff

181 work days for
 183 work days for new

**Kentwood Public Schols
 2015-2016 Calendar**

July							2 work days - New Staff Only August							20 work days/17 instruction days September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
22 work days/22 instruction days October							19 work days/19 instruction days November							14 work days/14 instruction days December						
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
20 work days/19 instruction days January							19 work days/19 instruction days February							23 work days/23 instruction days March						
					1	2		1	2	3	4	5	6			1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29						27	28	29	30	31		
31																				
15 work days/15 instruction days April							21 work days/21 instruction days May							8 work days/8 instruction days June						
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

177 instruction days

New Staff Report
First Day of School
Holiday/Vacation Break
Full Days - Professional Development
Half Day - Students and Staff
Last Day - Students and Staff
Half Days - Professional Development K-8
Half Days - Professional Development K-12

ANCILLARY STAFF WRITTEN REPRIMAND

Appendix A

It is suggested that the following information be part of any written reprimand.

1. Name of individual being reprimanded.
2. Date of incident.
3. Time of incident.
4. Location of incident.
5. Incident.
6. Corrective action to be taken.
7. Statement for signature – which does not mean agreement or disagreement with the reprimand.

FULL-TIME TEACHERS INSURANCE OPTIONS OVERVIEW

	Option I MESSA Choices II MESSA PAK A	Option II MESSA ABC MESSA PAK C	Option III MESSA PAK B MESSA PAK B
Employee Cost	<p>The board will contribute the allowed PA152 cap amount towards the total cost of the MESSA Choices II PAK based on your tier election.</p> <p>If option I is elected, Full-time employees will pay the difference of the MESSA Choices II PAK premium and the PA152 allowed CAP amount.</p> <p>Employee contributions will be deducted in pre tax dollars unless otherwise requested.</p>	<p>The board will contribute the allowed PA152 cap amount towards the total cost of the MESSA ABC PAK based on your tier election.</p> <p>If option II is elected, Full-time employees will pay the difference of the MESSA ABC PAK premium and the PA152 allowed CAP amount.</p> <p>Employee contributions will be deducted in pre tax dollars unless otherwise requested.</p>	<p>The board will pay 90% of the MESSA PAK B monthly premium.</p> <p>If option III is elected, full time employees will pay 10% of the MESSA PAK B monthly premium.</p> <p>Employee contributions will be deducted in pre tax dollars unless otherwise requested.</p>
Cash In-Lieu Payment	Not Available	Not Available	With the election of Pak B and waiving medical and prescription coverage. Full-time employees receive \$250 monthly cash compensation.
Medical	<p>MESSA Choices II</p> <ul style="list-style-type: none"> • Deductible - \$0 (in network services) • Office visit - \$5.00 • Urgent care center - \$10.00 • Hospital ER - \$25 co-payment (waived if admitted to hospital or for accidental injury) • Annual Preventive Health Care - 100% • Inpatient Hospital - 100% • Surgical Services - 100% • Diagnostic Lab & X-Ray - 100% <p>Above benefits relates to in-network provider charges. Please see benefit summary for out of network provider charges.</p>	<p>MESSA ABC Plan 1</p> <ul style="list-style-type: none"> • In network deductible - \$1,300 Single/\$2600 2-person or family • Preventive Care - 100% not subject to deductible • After deductible is met*: <ul style="list-style-type: none"> *Office Visits: \$0, *Urgent Care: 100% covered *Emergency Room: 100% covered *Inpatient Hospital: 100% covered *Surgical Services: 100% covered *Diagnostic Lab, X-Ray: 100% <p>Above benefits relates to in-network provider charges. Please see benefit summary for out of network provider charges. *deductible subject to change with Federal index</p>	There is no medical coverage with this option
Prescription	<p>Saver Rx Co-payments range from \$2 - \$40 (see RX saver guide for complete list)</p> <ul style="list-style-type: none"> • \$2 co-pay for generic maintenance medications • \$10 co-pay for all other generics • \$20 co-pay for specific name-brands used to treat diabetes and asthma • \$40 co-pay for brand name drugs when no generic exists 	<p>Prescriptions are subject to the ABC Plan 1 deductible.</p> <ul style="list-style-type: none"> • After Deductible * <p>*Saver Rx Co-payments range from \$2 - \$40 (see RX saver guide for complete list)</p> <ul style="list-style-type: none"> • \$2 co-pay for generic maintenance medications • \$10 co-pay for all other generics • \$20 co-pay for specific name-brands used to treat diabetes and asthma • \$40 co-pay for brand name drugs when no generic exists 	There is no prescription coverage with this option

Dental	<p>Delta Dental Plan year is July 1st to June 30th</p> <p>\$1,000 plan year maximum benefit per insured person</p> <ul style="list-style-type: none"> Class I, II, & III (Basic and Major (prosthodontic) paid at 80% <p>\$1,300 life-time maximum benefit per insured person</p> <ul style="list-style-type: none"> Orthodontic dental services paid at 80%. 	<p>Delta Dental Plan year is July 1st to June 30th</p> <p>\$1,000 plan year maximum benefit per insured person</p> <ul style="list-style-type: none"> Class I, II, & III (Basic and Major (prosthodontic) paid at 80% <p>\$1,300 life-time maximum benefit per insured person</p> <ul style="list-style-type: none"> Orthodontic dental services paid at 80% 	<p>Delta Dental Plan year is July 1st to June 30th</p> <p>\$1,000 plan year maximum benefit per insured person</p> <ul style="list-style-type: none"> Class I (Basic dental) paid at 100% Class II, & III (Major/prosthodontic) paid at 90% <p>\$1,500 life-time maximum benefit per insured person</p> <ul style="list-style-type: none"> Orthodontic dental services paid at 90%.
Vision	<p>VSP2 Plan year is July 1 to June 30.</p> <ul style="list-style-type: none"> Vision exam \$6.50 deductible Lenses (Single, bifocal, trifocal or lenticular: \$18 deductible Frame allowance: \$65.00 Elective contact lenses allowance: \$90 (including the exam) <p>One exam, one pair of glasses or contacts (not both) are covered for each per person per plan year.</p> <p>(The above benefits are paid if services are performed by a VSP participating provider. For details regarding coverage with non-participating provider, call 1-800-CALL VSP.)</p>	<p>VSP2 Plan year is July 1 to June 30.</p> <ul style="list-style-type: none"> Vision exam \$6.50 deductible Lenses (Single, bifocal, trifocal or lenticular: \$18 deductible Frame allowance: \$65.00 Elective contact lenses allowance: \$90 (including the exam) <p>One exam, one pair of glasses or contacts (not both) are covered for each per person per plan year.</p> <p>(The above benefits are paid if services are performed by a VSP participating provider. For details regarding coverage with non-participating provider, call 1-800-CALL VSP.)</p>	<p>VSP3 Plan year is July 1 to June 30.</p> <ul style="list-style-type: none"> Vision exam: 100% covered Lenses (Single, bifocal, trifocal or lenticular) - 100% covered Frame allowance: \$65.00 Elective contact lenses allowance: \$115 (including the exam). <p>One exam, one pair of frames and one prescription of lenses or contacts (not both) are covered for each per person per plan year.</p> <p>(The above benefits are paid if services are performed by a VSP participating provider. For details regarding coverage with non-participating provider, call 1-800-CALL VSP.)</p>
Life Insurance	<p>\$30,000 Life Insurance</p> <ul style="list-style-type: none"> \$30,000 term life \$30,000 AD&D rider Additional \$5,000 life insurance included in the Choices II medical plan 	<p>\$30,000 Life Insurance</p> <ul style="list-style-type: none"> \$30,000 term life \$30,000 AD&D rider Additional \$5,000 life insurance included in the ABC Plan 1 medical plan 	<p>\$45,000 Life Insurance</p> <ul style="list-style-type: none"> \$45,000 term life \$45,000 AD&D rider
Long Term Disability	<p>LTD Benefits</p> <ul style="list-style-type: none"> Covers 66 2/3% of salary maximum of \$5,000 per month. Waiting Period: 90 calendar days CD modified fill Maternity included Alcoholism/drug & mental/nervous (same as any other illness) Pre-existing conditions waiver Soc. Sec. Offset: Family COLA: Yes 	<p>LTD Benefits</p> <ul style="list-style-type: none"> Covers 66 2/3% of salary maximum of \$5,000 per month. Waiting Period: 90 calendar days CD modified fill Maternity included Alcoholism/drug & mental/nervous (same as any other illness) Pre-existing conditions waiver Soc. Sec. Offset: Family COLA: Yes 	<p>LTD Benefits</p> <ul style="list-style-type: none"> Covers 66 2/3% of salary maximum of \$5,000 per month. Waiting Period: 90 calendar days CD modified fill Maternity included Alcoholism/drug & mental/nervous (same as any other illness) Pre-existing conditions waiver Soc. Sec. Offset: Family COLA: Yes