

ARTICLE I

RECOGNITION

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

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

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. Reference to male teachers shall include female teachers.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

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

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

- B. The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The Association shall be granted Fourteen (14) Association days per year. The Association shall pay for the substitute for any days used in excess of six (6) days per year. The Superintendent or his designee shall be notified at least one week in advance of such leave.
- D. The Association shall have the right to use the school building facilities after regular school hours for official business of the Association providing said use has first been cleared with the Administration.
- E. The Board agrees to furnish the Association in response to written request from time to time such information as is available concerning the financial resources of the district, Treasurer's reports, census and membership data, names and addresses of all teachers and all other information that will assist the Association in developing constructive programs and which may be necessary for the Association to process any grievance.
- F. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws. The rights granted to each teacher hereunder shall be deemed to be in addition to those granted elsewhere.

ARTICLE III

BOARD'S RIGHTS

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

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

1. Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the employer.
2. Continue its rights and practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing;
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees pursuant with general school code, state and federal statutes;
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the schedules, standards of operations and the processes of carrying on the work, including automation thereof or change therein, the institution of new and/or improved techniques therein;
5. Adopt reasonable rules and regulations for implementing Board and School District policy;
6. Determine the qualifications of employees, including the physical condition of employment;
7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public accounts;
10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from the Employees.

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

ARTICLE IV

TEACHING HOURS

- A. Teachers of grades K-12 shall be present in their building at 7:45 a.m. and remain in school until 3:05 p.m. Special arrangements for deviation from the above for personal reasons may be made with approval of the teacher's building principal. The Association and its members recognize that as a professional the proper discharge of teachers' responsibilities to his/her students and the School District will require him/her to devote time outside normal school hours to prepare lessons and plans, grade papers, attend staff meetings, meet with parents, and agree that these professional responsibilities will be met. Teachers assigned to more than one building will be expected to attend only staff meetings in the building where they have the majority of their teaching responsibilities. Staff meetings may be conducted prior to or following the student's regular school day. Any changes or deviation in the above teaching hours are subject to Article XI, Negotiations Procedures as herein provided.
- B. The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. These shall be apportioned on a voluntary basis as much as possible but when necessary, shall be filled by appointment by the Building Principal on the basis of previous participation. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity, shall be seated with the students, and shall aid with the control and discipline of the student body.
- C. Every teacher shall be entitled to a 30 minute duty free lunch period.
- D. Teachers shall be at their respective stations ten minutes prior to their first class.
- E. It is acknowledged that the primary duty and responsibility is to teach and that the organization of the school day should be directed towards ensuring that the energy of the teacher is primarily utilized to this end.
- F. It is the intent of the school district to continue the practice of using non-instructional personnel to supervise recess duty.

ARTICLE V

TEACHING CONDITIONS AND CLASSLOADS

- A. The normal weekly teaching load for grades 6-12 shall not exceed twenty-five (25) teaching periods per week. Actual instructional time not to exceed 310 minutes per day. No teacher in a departmentalized instructional program shall be required to teach more than four (4) different preparations. All teachers as herein defined shall have one preparation period each day.

The normal weekly teaching load for elementary K-5 grades shall not exceed 310 instructional minutes per day. An average minimum of fifty (50) minutes per day will be scheduled for planning and preparation purposes.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods and daily and weekly schedules may be necessary for progress and improvement of education.

B. Class Size

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

K – 1	26
2 – 3	28
4 – 5	29
6 – 12	30

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

2. If class sizes exceed this goal by three (3) students and all possibilities to reduce and equalize class size have been exhausted then the board will provide, at the teachers request, additional materials and/or assistance, including the possibilities of a teacher aide, which are to be determined by the school district.
3. Classes such as Business Typing, Industrial Arts, Drafting, Language and Homemaking will be limited to the teaching stations available whenever feasible as determined by the Board or its designee.

- C. Telephone facilities shall be made available to teachers for their reasonable use at no expense to the Board.

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

ARTICLE VI

TEACHING ASSIGNMENTS AND TRANSFERS

- A. Teachers affected by changes in assignment (subject to grade level) shall be notified by the 15th day of August prior to the opening of the school year. Vacancy in position shall be defined as a position presently unfilled. Teachers shall not normally be assigned outside their teaching field, or subject matter area, except temporarily and for good cause. Temporarily shall be defined as not to extend beyond one year.
- B. Vacancies in subjects and grade levels within the system shall be made available by the School District upon written request by the teacher, when vacancies arise or are anticipated. The Superintendent shall notify the Association and post notice of vacancies in each school building no less than (10) school days before the position is filled. Applications of teachers in units affiliated with KCEA/MEA/NEA will be accepted for vacancies. These positions shall be filled on the basis of experience, competency, qualifications, seniority and other relevant factors such as cost and student enrollment.
- C. A transfer is a reassignment of a teacher (bargaining unit member) from one subject area or grade level to another. Involuntary transfers may be affected by the School District. The purpose of the involuntary transfer shall be discussed with the teacher at least fifteen (15) days prior to the transfer. These transfers shall be normally made on the basis of the least seniority, but other factors such as qualifications, length of service in subject or grade level areas, shall also be considered.
- D. Voluntary transfers may be made at any time a vacancy exists or can be mutually arranged to be filled. Request for voluntary transfer shall be made in writing to the Building Principal setting forth the school, grade, subject area and position sought, with the applicant's qualifications. Receipt of the application and request for the transfer shall be acknowledged by the Principal's office. Requests will be reviewed each year and transfer implemented with seniority being considered for placement. A record of the requests for voluntary transfers, transfer and related information pertaining thereto shall be made a part of the teacher's file.
- E. In the event that any teacher will be asked to teach a class each day during his preparation period, remuneration equal to 1/5 of his contractual teaching salary shall be added to his salary based on the school year of 38 weeks. The teacher shall have the right to accept or reject such assignment. The teacher will also have the right to teach during his preparation period without remuneration if he so desires.
- F. Assigned noon duty where such duty cuts into the preparation period will be reimbursed at an hourly rate.
- G. All teachers shall obtain a TB skin test or chest x-ray examination at such intervals as required by law. The cost of any TB test or TB Immunization required by law in order to be qualified to teach shall be borne by the teacher. All TB test results must be on file prior to receiving the first paycheck for the new school year. Board will notify the teacher(s) thirty days before the first paycheck if they need the TB test.

ARTICLE VII

LEAVES OF ABSENCE

- A. Acceptable reasons for leave with pay.
1. Personal illness, injury, or quarantine.
 2. Illness or death in the teacher's immediate family. "Immediate Family" is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild or any other member of the family who has clearly stood in the same relationship with the teacher as any of these. If a close relative or distant place is involved, up to but not exceeding five (5) days may be granted. The number of days for funerals and serious illness will be determined as each separate case arises by the discretion of the administration. All such days shall be deducted from sick leave.
 3. In case of illness of children, teachers may use Sick Leave.
 4. New teachers may not draw on sick time until at least one day has been worked on their contract.
- B. The annual allowance for Contractual Staff Members for any reasons listed in Section A., 1. And 2. Shall be:
1. Eight (8) sick leave days per year shall be granted every teacher regardless of his/her total accumulated sick days. However, in determining the accumulation of sick days, eight days may be accumulated each year without limit.
 2. That beyond the eight or more accumulated days to which the individual teacher is entitled, the cost of hiring a substitute whether or not one is available will be deducted from the teacher's salary and the difference in salary paid to the teacher.

This will not continue more than fifteen days beyond accumulated sick leave. All cases of absence due to illness or injury beyond the accumulated maximum sick leave will be considered by the Board as each separate case arises.
 3. A teacher whose illness or injury continues beyond his accumulated sick leave days plus fifteen days with cost of substitute deducted, shall be granted an unpaid medical leave of absence for the balance of the school year, if requested. Such leave may be renewed for a period not to exceed one (1) year. The Board of Education may require a doctor's certificate or other evidence of illness or injury to substantiate the request for leave of absence. Expense incurred obtaining evidence will be borne by the employee.
 4. In the case of the return to duty of a member of the professional staff who has been absent due to a contagious disease or nervous or mental disorder, he must present a statement from his physician releasing the member for return, if requested. The Board of Education also may require such teacher to submit

to an examination by a physician designated by the Superintendent or Board of Education. Cost of such an examination shall be borne by the Board of Education.

- 5 Teachers not opting for the early retirement “Option B” and with 15 or more years of service in the Kent City School District, upon retirement shall be reimbursed for unused sick days as follows:

25-50 unused sick days	\$20.00 for each unused day
51-100 unused sick days	\$30.00 for each unused day
101-150 unused sick days	\$40.00 for each unused day
151-200 unused sick days	\$50.00 for each unused day
201 or more unused sick days	\$60.00 for each unused day

- C. Teachers will notify the districts absence reporting system at least 1.5 hours prior to the teacher’s normal reporting time in the morning or the evening before.
- D. Not more than three (3) days shall be allowed to any teacher for in-service meetings or educational opportunities which will require absence from the teacher’s regular responsibilities.

E. PERSONAL BUSINESS

1. Up to four (4) days leave with pay per year, non-accumulative, will be allowed for “personal business” reasons. Three days advance notice in writing to the principal is required except in the case of an unforeseen emergency. It is not necessary for the reason for the request to be stated.

Unused personal business days will be added to sick leave accumulation at the end of each school year.

2. Such leave shall not be granted for the first or last day of the school year nor on a working day preceding or following a vacation.
3. Compensation time off: at the request of any teacher eligible for substitute pay, while substituting for another association member, the teacher may request time off with pay in lieu of cash payment for any substituting periods. Any such time off shall be requested three (3) days in advance by the teacher and approved by the building principal prior to use of compensatory time off. Such compensatory time off shall not be granted for the last day of the school year nor on a working day preceding or following vacation.

For each hour the teacher has substituted, the district shall grant one compensatory hour of time off. These said hours may accumulate for one calendar year and not exceed the equivalence of 2 days.

F. LEAVES

1. **Maternity or Adoption Leave**

The School District may upon request grant a Maternity or Adoption Leave for a period up to one year. A teacher on Maternity or Adoption Leave wishing to

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

2. Study Leave

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

- a) Applicant must have taught no less than three (3) years in the Kent City Community School District;
- b) Applicant states his intent to return to the Kent City Community School District upon completion of his leave;
- c) Job station assignment upon return from leave will be the sole responsibility of the Superintendent;
- d) All employee benefits and levels of compensation will be frozen at their highest attained levels prior to the commencement of the leave. There shall be no accrual of employment benefits during the granted time;
- e) Premiums for insurance protection shall be the responsibility of the applicant through the duration of his leave;
- f) All leave applications shall be screened by a Leave of Absence Committee composed of two (2) members of the Association and one Kent City Community School Principal. Leave of Absence Committee will make recommendations for approval or disapproval to the Superintendent;
- g) Upon return from leave, the teacher shall be placed on the salary schedule on the next step above the one he was on immediately prior to his leave and his salary computed according to the current salary schedule;
- h) Upon return from any leave, the member shall be placed in the same or similar position for which they are certified and qualified unless subject to lay off due to staff reduction.

3. SABBATICAL

Teachers who have been employed for seven (7) consecutive years by the Board may, upon request, be granted a sabbatical leave for teacher improvement of up to one (1) year. It is agreed that teacher improvement

includes: attending a college, university or other educational institution, which will improve the teacher's ability to teach and taking a minimum of six (6) semester credits each semester.

During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one half his/her full salary. The Board shall not be liable for death or injuries sustained by any teacher while on sabbatical leave. The full medical insurance benefits will be paid by the employee.

Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Funds.

While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave, the teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule as the teacher would have been if he/she taught in the district during the sabbatical period.

Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant three (3) such leaves per year with half pay to the teacher.

Teachers granted a sabbatical leave will be required to sign a personal contract agreeing to return to the School District for the year immediately following the leave. Failure to return to the School District will require the teacher to repay to the School District with interest (be determined upon granting of leave) the amount of pay they received while on leave.

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

ARTICLE VIII

INSURANCE PROTECTION

A. Coverage

1. Subscriber rate of the health insurance coverage. The amount shall be applied toward a mutually agreed upon annuity program.
2. The Board will provide a basic and major dental program, SET-SEG, Percentage of coverage 50%, Deductible \$50, Lifetime Maximum \$1,000, including an orthodontic rider for all teachers. The Board will provide MESSA Choices II PPO, at no cost to all teachers. This insurance will cover the employee and his/her immediate family. Super Care I (\$2 drug co-pay, \$50/\$100 deductible, wellness rider) shall remain in effect until MESSA Choices II PPO becomes available.

Super Care I shall continue to be offered with the additional cost to be covered by the employee.

3. Those teachers, including all part-time teachers not electing health insurance coverage shall be provided with an amount equal to the single electing health insurance under A. 1., above. The maximum annual coverage on the dental program will be \$1,800 for teachers selecting dental insurance. This dental program will be provided at the basic full family rate of the program provided by the Board.
4. Part-time teachers will have insurance benefits prorated. Insurance benefits will cover the employee and his/her immediate family.
5. Payroll deductions for MESSA options will be made available providing MESSA agrees to provide these options through payroll deductions.
6. The Board agrees to provide \$40,000 Term Life and \$40,000 Accidental Death Insurance for all employees.
7. The School District will provide a Long Term Disability Insurance Program for members of the teaching staff. The program will pay a minimum of sixty percent (60%) of the teacher's salary.
8. The Employer shall provide without cost to the bargaining unit member MESSA VSP-3 PLUS for all bargaining unit members and their eligible dependents.
9. The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the district will bargain with the Association concerning the implementation of any change the carrier(s) as the result of such bid.

ARTICLE IX

TEACHER EVALUATIONS

- A. All monitoring or observations, including the use of closed circuit television, audio system, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.
- B. Evaluations of teachers shall be conducted by the teacher's immediate principal or an administrator working in the same building, unless an emergency requires such evaluations be conducted by a designated replacement or an assistant.

- C. The work performance of all teachers shall be evaluated in writing. Each observation shall be made in person for a minimum of thirty consecutive minutes.
- D. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year, preferably once each semester. The first written evaluation shall be made prior to December 1 and the second prior to March 15.
- E. Tenure teachers shall be evaluated when performances seem to warrant it, but at least once every three years.
- F. The principal or his designee will hold a personal conference with the teacher within ten days after each observation. During this time, the evaluation will be discussed by both parties.
- G. A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the Administration. In the event that the teacher feels his evaluation was incomplete or unjust, within ten days following the personal conference, he may put his objections in writing and have them attached to the evaluation report of the principal to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.
- H. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in his review. This review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The Administrator will remove such employment credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Kent City Community Schools will be made available.
- I. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any opportunity or means of maintaining or holding his position favorable to success in the practice of the teaching profession without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafter set forth, except tenure teacher dismissal in which case use of the grievance process shall be prohibited and only the Tenure process utilized.
- J. Negative comments on the performance and evaluation of a teacher should be fully discussed with the teacher, and positive steps shall be taken immediately to assist the teacher in overcoming these weak points. All suggestions for improvements of the teacher's performance shall be included in the written evaluations.
- K. It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, a violation of the evaluation procedure as set forth in this Agreement may be grieved.

ARTICLE X

PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher related to or occurring while he/she is fulfilling his teaching or related responsibilities shall be promptly reported to the Board or its designated representatives.
- B. The Board recognizes that through its administrative staff, it must support its teachers in taking all reasonable actions to maintain proper classroom order. Formal written complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. In the event such complaint is reduced to writing and placed in the teacher's file, a copy of this shall be furnished to the teacher.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for damage or loss of person or property.
- D. A teacher shall at all times be entitled upon their request to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, discipline shall be delayed until a representative can be present, but in no case shall discipline be delayed to accommodate the Association Representative more than 24 hours.

ARTICLE XI

NEGOTIATIONS PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern which are not covered herein may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by a majority of the Board and a majority of the membership of the Association.

- C. In any negotiations described by this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between parties may be executed without ratification of a majority of the Board of Education and by a majority of the membership of the Association but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ratification. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.
- D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be represented at such adjustment.
- E. Continuity of professional service. The Association recognizes that strikes, as defined by Section I of Public Act 226 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees, that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XII

PROFESSIONAL GRIEVANCE PROCEDURE

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

LEVEL I

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

LEVEL II

Any grievance filed by a teacher, group of teachers or the Association must be filed with ten school days from the end of Level I. The Board hereby designates for its representatives for such purposes the principal in each school building and the Superintendent of Schools when the particular grievances arise in more than one building.

Within five days of the receipt of the grievance, the designated representatives of the Board shall meet with the Association in an effort to resolve the grievance. The affected may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be transmitted within five days to the Superintendent.

LEVEL III

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

LEVEL IV

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

LEVEL V

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

The arbitrator's fees and expenses shall be shared equally by the board and the Kent County Education Association. The expenses and compensation of any witness or participants in the arbitration shall be paid by the party calling such witness or requesting such participants. All arbitration hearings shall be held in the school district.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. To help assure a coordinated program of instruction throughout grades K-12 and to provide for carefully selected textbooks in the proper series and sequence, a Curriculum Coordinating Committee shall be established consisting of a general chairman and such other committee members as are deemed advantageous to the consummation of a good function of this committee. Details for the organization and function of this committee shall be worked out and executed in connection with the principals of the school system.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All conditions of employment shall be maintained at the levels as provided for in this Agreement and shall not be altered without prior negotiations with the Association.
- C. Copies of this Agreement shall be printed at the expense of the board and presented to all teachers now employed for hereinafter employed by the Board. The Association shall be furnished an additional 25 copies of the Master Agreement upon request.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- E. **Medically Fragile Students**
 - 1. Medically Fragile Students will be identified through the IEPC process.
 - 2. Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s) guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided.
 - 3. Any bargaining unit member who has a medically fragile student assigned to him/her will be trained by licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs.

4. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e., portable phone, etc.).
5. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.
6. The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.
7. If the preceding six steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

ARTICLE XIV

AGENCY SHOP

- A. The parties agree that it shall be a condition of employment that all teachers who are presently members of the Association, all teachers who hereafter become Association members, and all new teachers employed after the 30th day of June, shall either;
1. Sign and deliver to the Board an application authorizing the deduction of the Professional Dues for membership in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the member prior to the 1st of July of the current school year.

OR

2. Cause to be paid to the Association a Representation Fee of an amount equal to the United Profession dues as uniformly requested of members of the exclusive bargaining unit within 30 days after the commencement of teaching duties.
- B. The Board agrees to notify all newly hired teachers of this condition of employment by the School District. In the event that a teacher shall not exercise the above options or pay such professional dues directly to the Association, the following procedure shall apply:
1. A written and signed notification from the Association indicating failure to comply will be sent to the teacher by certified mail and shall provide fifteen (15) days for compliance. It shall further advise the teacher that a request for termination of employment may be filed with the Board in event compliance is not affected. A copy of this letter will be sent to the Board.
 2. Failure to comply by the teacher, the Association may file a written and signed complaint indicating noncompliance with this provision, with the Board requesting termination of the employment in accordance with the just cause, due process procedure of the Tenure Act. A copy of this complaint will be sent to the teacher.
 - a. If said teacher is a tenure teacher, the Board shall implement those procedures of notification and hearing as specified in the Tenure Act.
 - b. If said teacher is a probationary teacher, the Board shall immediately notify the teacher that his/her services shall be discontinued at the end of the current semester, unless the Board receives written notification from the Association that this specific provision has been fulfilled and complaint withdrawn. In the event the Board should hire a new teacher to replace the probationary teacher under the terms of this section, neither the Association or the affected teacher shall have the right to withdraw said complaint, except by the consent of all parties. The Board, under the terms of this provision, has a right to proceed in the replacement of a teacher against whom charges have been filed subject only to the requirements of the Michigan School Code.

- c. The Association agrees to indemnify and save the Board and its members harmless and agrees to assume the legal defense of any suit or action brought against the Board or its agents regarding this provision. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of, or by reason of, the action by the board in complying with this provision, shall be the obligation of the Association.

ARTICLE XV

REDUCTION IN STAFF

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

A. Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, and whenever possible 60 days notice prior to the opening of school will be given and the following procedure will be used:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position that probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section, i.e., those with the least seniority are to be laid off first.
3. A tenure teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this Article, "qualified" shall be defined in the following manner:
 - a. For placement in a pre K-6 grade level elementary position, a tenure teacher is qualified if he has elementary certification.
 - b. For placement in a secondary teaching position, 7-12, a tenure teacher is qualified if they taught in that subject within the last five years or has a major or minor from an accredited university or college in the subject the teacher is attempting to be assigned.

B. Recall

1. Seniority teachers shall be recalled to employment in order of seniority for positions for which they are certified and qualified. A teacher shall be maintained on the recall list for three full school years. A laid-off seniority teacher who has become re-certified in an alternate subject field or grade level has the right to be placed in a teaching position for which they are certified and qualified and which is occupied by a teacher with less seniority provided the following criteria are met:
 - a. Such positions shall be filled only at the opening of the school year and not during the course of the school year.
 - b. Notification shall be received in writing in the Superintendent's office by May 1st. Said notification shall also include verification of the applicant's completion date of credits by a college or university counselor or official.

C. Seniority

1. No later than thirty (30) days following the ratification of this agreement, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's initial date of hire. In circumstances where date of hire cannot be determined and two or more individuals who are affected would have the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
2. A seniority list shall be published and posted conspicuously in all buildings of the district by October 15th of each school year. Revision and updates of the seniority list shall be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
3. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, seniority is retained for three years if severance of employment is due to layoff.

The laid off teacher shall be responsible for keeping the Board informed of their current address during this time period.

4. Time spent on unpaid leave, for one semester or more, shall not be construed as a break in continuous service. However, the time spent on that leave will be deducted from the initial date of hire on the seniority list.
5. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

6. Members who transfer to a non-bargaining unit position shall retain only that seniority that they accrued while members of the bargaining unit.
7. Involuntary reduced assignments shall count as if the service was at the full teaching load and will count as full time seniority. Voluntary reduced assignments shall count only for the time spent on the job and shall receive that pro rata amount toward their seniority.

ARTICLE XVI

PROFESSIONAL COMPENSATION AND CALENDAR

- A. The salaries of the teachers covered by this Agreement are set forth in Appendix A, which is incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Salaries will be paid in 26 installments, with the first payment to take place on the first regularly scheduled pay day following the teacher's first scheduled work day and continuing every other Friday thereafter until the 26 installments shall have been paid, unless a teacher requests a lump sum payment prior to the 1st of January.
- C. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement between the parties that cover the same school year as the individual contracts do. Teachers hired for a semester or more will be issued individual contracts.
- D. In order to encourage those members of the staff who have completed 20 semester hours beyond the Baccalaureate degree and who desire additional professional training, the Board of Education, at the discretion of the Superintendent, will subsidize graduate training for courses approved in advance at any publicly supported Michigan University by reimbursing the teacher for tuition costs. For graduate work taken out of state or at a private university, the reimbursement will be computed at the average cost of tuition at the University of Michigan, Michigan State University and Western Michigan University.

When a teacher receives tuition reimbursement from a scholarship or foundation grant, the Board shall not make duplicate payment in accordance with the above provision. To receive payment on the foregoing basis, the teacher shall present evidence of successful completion of his studies. Teachers shall be responsible for reporting grants and stipends.

- E. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five (5) years of experience and may be given up to ten (10) years.

- F. Increments become effective September 1st of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1st following completion of required academic or professional courses except, the teacher hired in above the salary schedule shall remain at that step until his years of experience in teaching bring him to his proper step on the salary schedule. Extra hours and degrees must be established ten (10) days prior to the beginning of the following semester. (If adjustments have not been made for courses taken during the summer, adjustment will be made when grades or proof of work has been submitted.)
- G. Teachers on voluntary reduced time basis shall be entitled to a proportional share of the fringe benefits. Compensation for less than full-time work will be determined by utilizing the total time required to be on the job in part-time work compared to the total time on the job in similar full-time work. This ratio will be applied to the appropriate step and level of the salary schedule in computing part-time compensation. Appendix D expresses the basis for part-time employment and compensation.
- H. Teachers will be reimbursed for reasonable expenses incurred when attending meeting which the Board of Education or Administration considers to be beneficial to the teachers.
- I. Teachers who are required to drive their personal automobile in the performance of their duties shall be paid the Internal Revenue Service non-taxable mileage rate.
- J. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the difference between the teaching pay and the pay received for the performance of such obligation.
- K. Teachers teaching only part of a year or part of each day in a year shall be given credit on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.
- L. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, Lake Michigan Credit Union, Grand Rapids City Income Tax, charitable donations or any other plans or programs jointly approved by the Association and the Board.
- M. Upon retirement from the Kent City School System, any teacher who has served the District for eighteen (18) or more years will be paid a gratuity of \$100.00 per year employed by the Kent City School System.
- N. Except as modified by state statute or Department of Education proclamation, teachers shall be employed according to the schedule listed below. State requirements include 1098 clock hours, which 51 hours can be professional development and district can have 30 "Act of God" hours with no penalty. There are no longer requirements for the number of student days.

2004-2005	182 TEACHING DAYS	174 STUDENTS DAYS
2005-2006	182 TEACHING DAYS	174 STUDENTS DAYS
2006-2007	182 TEACHING DAYS	174 STUDENTS DAYS

Six (6) MINUTES OF INSTRUCTIONAL TIME ADDED DAILY IN

2004-2005

Teacher Start Time remains 7:45 a.m.
Teacher Dismissal Time remains 3:05 p.m.

If at any time during the life of this Agreement, laws, statutes, or regulations are promulgated rescinding the current requirements for instructional hours, professional development and /or "Act of God" hours, resulting in student attendance hours falling below the state required minimum, then the hours shall be made up at the end of the school year unless a mutually agreed alternative can be reached between the Association and the Board.

Days beyond required days for the state will be designated as follows:

- (4) Days In-Service/Professional Development before the first day of classes begin.
- (2) Days 2004-2005

Parent-teacher conferences will be held as follows:
Grades 6-12:

5:30-9:00 p.m. Tuesday, November 16, 2004
Tuesday, February 22, 2005

3:30-6:00 p.m. Wednesday, November 17, 2004
Wednesday, February 23, 2005

Grades K-5:

A minimum of six (6) hours are required and scheduled during the week of November 16-19, 2004, February 21-24, 2005 (4-6), and March 28-31, 2005 (K-3)

All teachers need not report on Monday, November 15, 2004 and Friday, April 1, 2005.

2005-2006

Parent-teacher conferences will be held as follows:
Grades 6-12:

5:30-9:00 p.m. Monday, November 14, 2005
Tuesday, February 21, 2006

3:30-6:00 p.m. Wednesday, November 16, 2005
Wednesday, February 22, 2006

Grades K-5:

A minimum of six (6) hours are required and scheduled during the week of November 14-17, 2005, February 20-23, 2006 (4-6), and March 27-30, 2006 (K-3)

All teachers need not report on Friday, November 18, 2005 and Friday, March 31, 2006.

2006-2007

Parent-teacher conferences will be held as follows:

Grades 6-12:

5:30-9:00 p.m. Tuesday, November 14, 2006
 Tuesday, February 20, 2007

3:30-6:00 p.m. Wednesday, November 15, 2006
 Wednesday, February 21, 2007

Grades K-5:

A minimum of six (6) hours are required and scheduled during the week of November 13-16, 2006, February 19-22, 2007 (4-6), and March 26-29, 2007 (K-3)

All teachers need not report on Friday, November 17, 2006 and Friday, March 30, 2007.

(1) Day Records day at the conclusion of the first semester.

(1) Day Last day of school. (Teachers who do not complete their records and have not been checked out by the building principal will return the following day to complete this responsibility. Upon completion, the teacher will be released by the building principal.)

Teachers will not be required to be present on days school is closed due to an "Act of God."

ARTICLE XVII

EARLY RETIREMENT – Plan A

- A. Any teacher who selects early retirement, shall be given a terminal leave payment paid over three consecutive years in equal disbursements, as follows:

30 years of service in the State Retirement System - a teacher shall receive a payment equal to 50% of his/her final year salary.
- B. The request for early retirement must be approved by the Superintendent of Schools and the President of the KCEA before it can be submitted for benefits described in this Article.
- C. The teacher must have had twelve (12) years of continuous full-time service in Kent City prior to his/her request for early retirement to be eligible for the benefits described unless waived by the Board. Teachers electing plan A must notify the board by April 1st the year in which they retire.
- D. Retirement means the teacher must make application for benefits under the Michigan School Retirement Fund and cannot serve the Kent City Schools in any future paid capacity without the approval of the Superintendent. Payments will be made by January 15 of the following three consecutive calendar years.

RETIREMENT SERVICE CREDIT PURCHASE PLAN – Plan B

- A. In lieu of any benefits as described in Article XVII, Plan A, of this Early Retirement Incentive, any teacher who has twelve (12) years of continuous full-time service in the Kent City Schools (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement System and who submits a letter of retirement from his/her position with Kent City Community Schools effective at the end of the school year shall be eligible to receive the following benefit. The district will purchase up to five (5) years of service credit according to the following schedule.

25 years of service credit	=	5 years
26 years of service credit	=	4 years
27 years of service credit	=	3 years
28 years of service credit	=	2 years
29 years of service credit	=	1 year
- B. The Board shall not be obligated to purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit.
- C. Persons electing to retire under this plan shall notify the District by April 1st, if they wish to retire effective July 1st of that year. Any payments made under this section will be made in accordance with applicable provisions of the Michigan Public School Employees Retirement Act and the guidelines of the Michigan Public Schools Employees Retirement System.

- D. It is agreed that a total of five (5) employees per year will be approved unless expressly agreed otherwise by the Board. This total reflects the combined number of teachers applying for the two available plans. The selection of employees shall be based on seniority.
- E. In the event more than five (5) teachers apply for the available retirement plans, the teachers shall retain the right to choose either plan without penalty the following year.
- F. Teachers do not have the option of receiving benefit amount involved in Plan B as cash payments.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 31st day of August, 2007. Professional compensation for each year of this contract shall become effective at the beginning of each school year and continue in effect as specifically provided for in the provisions of this Agreement. Fringe benefits for the period of this Agreement shall be effective August 27, 2004.

BOARD OF EDUCATION

KENT COUNTY EDUCATION ASSOCIATION

President of Board

President of KCEA/MEA/NEA

Superintendent

President of Kent City Education Association

Vice President of Board

Staff Representative of KCEA/MEA/NEA

Negotiator for Board of Education

Negotiator for Kent City Education Association

Secretary for the Board of Education

APPENDIX “A”

SALARY SCHEDULE

2004-2005	Increase Base Salary by 0.75% and 2 Salary Schedule Alterations (Add 2 nd MA Column and step 24)
2005-2006	Increase Base Salary by 1.75%
2006-2007	80% of the percentage increase from \$6700 per pupil in the foundation allowance not be less than zero.

Alterations to Appendix “A” Salary Schedule

- 1) Add new index column for 2nd Masters, Doctorate, or Ed Specialty at an increase of 0.065 above current MA+30.
- 2) Add step 24 at an increase of 0.05 above current step 23.

Appendix “B”

SUPPLEMENTAL AGREEMENTS

- A. Work performed under a supplementary contract is not subject to tenure. Assignments of individual teachers to supplemental duties is discretionary with the Board of Education and subject to renewal each year.
- B. The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement.
- C. Teachers working under a supplemental contract desiring not to continue in that position for the next school year shall notify the Board or its designee, in writing no later than fifteen days after the conclusion of that sport/activity season. Teachers working under a supplemental contract wishing to continue in that position for the next school year shall indicate so in writing, within fifteen days of the conclusion of the present season. The Board shall, within ninety days of the conclusion of the season, act upon the continuation of the present coacher’s position. The Board may not post or interview for the position until the Board has decided whether or not the present coach will continue in that position.
- D. Coaching experience will be allowed for said sport, except the head varsity position. Up to two (2) years may be allowed for varsity head coaching experience from outside the school system.
- E. Supplemental contracts will be issued for any supplemental duty assignments to be compensated on the basis of percentage of the BA Base as shown on the schedule. If no written supplemental contract relationship is entered into between the teacher and the Board, or its representative, then the Board shall not be obligated to make compensation. The list of activities with rates of compensation serves only as a guide and shall not obligate the Board to operate any listed activity.
- F. Association members who apply may be offered any assignment listed in Appendix B. If the position is refused, the supplemental position shall no longer be represented by the Association for the duration of the season. The Board may fill the position at its discretion.

ATHLETICS		PERCENTAGES		
HEAD COACH - HIGH SCHOOL				
		1ST	2ND	3RD
Football		13	14	15
Basketball		13	14	15
Baseball		13	14	15
Softball		13	14	15
Volleyball		13	14	15
Golf		10	11	12
Varsity Cross Country		13	14	15
Track (2) Boys & Girls		13	14	15
Wrestling		13	14	15
FOOTBALL				
Assistant Football Coach (three positions)		8	9	10
BASKETBALL				
J.V.		8	9	10
Freshman		7	8	9
SOFTBALL				
J.V.		8	9	10
Freshman		7	8	9
BASEBALL				
J.V.		8	9	10
Freshman		7	8	9
TRACK				
Assistant		8	9	10
CROSS COUNTRY ASSISTANT				
		8	9	10
VOLLEYBALL				
J.V.		8	9	10
Freshman		7	8	9
WRESTLING				
J.V.		8	9	10
MIDDLE SCHOOL (GRADES 7 & 8)				
Basketball				
7 th -Grade- Girls, Boys		6	7	8
8 th -Grade- Girls, Boys		6	7	8

Cross Country		6	7	8
Head Boys Track Coach		6	7	8
Head Girls Track Coach		6	7	8
Wrestling		6	7	8
Volleyball - Girls		6	7	8
OTHER EXTRA DUTY				
		PERCENTAGES		
NEWSPAPER ADVISOR (H. S.)				
With Class				2
Without Class				5
Yearbook Advisor				10
CLUB ADVISORS				
Ecology Club				3
Varsity Club				3
Spanish Club				3
National Honor Society				3
Music Club (Elementary)				3
Music Club (High School)				3
Student Council				5
Art Club (Elementary)				3
Art Club (High School)				3
QUIZ BOWL				
Advisor				13
Assistant				10
CLASS ADVISOR				
Senior				3
Junior				3
Sophomore				2
Freshman				2
Eight				1.5
Seventh				1.5
MUSIC AND DRAMA				
Play Producer (per play)				5
Assistant to Producer (maximum of 2 per play)				3
Director of Bands				15
Director of Vocal Music				5
DRIVERS EDUCATION				
		2004-2005	\$26.00 per hour	
		2005-2006	\$26.50 per hour	
		2006-2007	\$27.00 per hour	

APPENDIX “C”

Kent City Community Schools 2004-2005 School Calendar

<u>Date</u>	<u>Calendar Event</u>	<u>Days for Students</u>	<u>Staff</u>
August 27	Orientation for New Teachers		
Aug 30 – Sept 2	Professional Development/In-Service	August 0	2
Sept 3 – Sept 6	No School – Labor Day		
September 7	Classes Begin	September 18	20
November 5	Marking Period 1 Ends		
November 15	No School	October 21	21
November 16 – 19	Parent Teacher Conferences K – 12		
November 25 – 26	No School – Thanksgiving Recess	November 19	20
December 23	No School – Christmas Break Begins		
January 3	School Resumes	December 16	16
January 21	Semester 1 Ends – ½ Day for Students		
January 24	No School – Records Day	January 20	21
February 21 – 24	Parent Teacher Conferences 4 – 12		
February 25 – 28	No School – Midwinter Break	February 18	19
March 25	Marking Period 3 Ends		
March 28 – 31	Parent Teacher Conferences K – 3	March 23	23
April 1	No School – Spring Break Begins		
April 11	School Resumes	April 15	15
May 30	No School – Memorial Day		
June 3	Last Day of School – ½ Day for Students	May 21	21
June 6	Staff Day	June 3	4
Days in 1 st Marking Period	44		
Days in 2 nd Marking Period	45		
Days in 3 rd Marking Period	42		
Days in 4 th Marking Period	43		
		TOTAL	
		DAYS	174 182
		STUDENT	
		HOURS	1107.4

No meetings shall be held on January 24, 2005 – Records Day for Teachers.

APPENDIX “C”

Kent City Community Schools 2005-2006 School Calendar

<u>Date</u>	<u>Calendar Event</u>	<u>Days for Students</u>	<u>Staff</u>
August 26	Orientation for New Teachers		
Aug 29 – Sept 1	Professional Development/In-Service	August 0	3
Sept 2 – Sept 5	No School – Labor Day		
September 6	Classes Begin	September 19	20
November 4	Marking Period 1 Ends		
November 14 – 17	Parent Teacher Conferences K – 12	October 21	21
November 18	No School		
November 24 – 25	No School – Thanksgiving Recess	November 19	20
December 22	No School – Christmas Break Begins		
January 2	School Resumes	December 15	15
January 20	Semester 1 Ends – ½ Day for Students		
January 23	No School – Records Day	January 21	22
February 20 – 23	Parent Teacher Conferences 4 – 12		
February 24 – 27	No School – Midwinter Break	February 18	19
March 24	Marking Period 3 Ends		
March 27 – 30	Parent Teacher Conferences K – 3	March 22	22
March 31	No School – Spring Break Begins		
April 10	School Resumes	April 15	15
May 29	No School – Memorial Day		
June 2	Last Day of School – ½ Day for Students	May 22	22
June 5	Staff Day	June 2	3
Days in 1 st Marking Period	44		
Days in 2 nd Marking Period	45	TOTAL	
Days in 3 rd Marking Period	42	DAYS	174 182
Days in 4 th Marking Period	43		
		STUDENT	
		HOURS	1107.4

No meetings shall be held on January 23, 2006 – Records Day for Teachers.

APPENDIX “C”

Kent City Community Schools 2006-2007 School Calendar

<u>Date</u>	<u>Calendar Event</u>	<u>Days for Students</u>	<u>Staff</u>
August 25	Orientation for New Teachers		
Aug 28– Aug 31	Professional Development/In-Service	August 0	4
Sept 1 – Sept 4	No School – Labor Day		
September 5	Classes Begin	September 19	19
November 3	Marking Period 1 Ends		
November 13-16	Parent Teacher Conferences K – 12	October 22	22
November 17	No School		
November 23 – 24	No School – Thanksgiving Recess	November 19	20
December 25	No School – Christmas Break Begins		
January 3	School Resumes	December 16	16
January 19	Semester 1 Ends – ½ Day for Students		
January 22	No School – Records Day	January 20	21
February 19 – 22	Parent Teacher Conferences 4 – 12		
February 23 – 26	No School – Midwinter Break	February 18	19
March 23	Marking Period 3 Ends		
March 26 – 29	Parent Teacher Conferences K – 3	March 21	21
March 30	No School – Spring Break Begins		
April 9	School Resumes	April 16	16
May 28	No School – Memorial Day		
June 1	Last Day of School – ½ Day for Students	May 22	22
June 4	Staff Day	June 1	2
Days in 1 st Marking Period	44		
Days in 2 nd Marking Period	45	TOTAL	
Days in 3 rd Marking Period	42	DAYS	174
Days in 4 th Marking Period	43		182
		STUDENT	
		HOURS	1107.4

No meeting shall be held on January 22, 2007 – Records Day for Teachers.

APPENDIX "D"

PART-TIME PAY FORMULA

Method of Payment for Part-Time (PT)

Example: Part-Time person for two (2) classes

$$PT = \frac{1}{2} \div (2/5 \times 1/6) =$$

$$PT = 1/3 \div (2/5 \times 1/6) =$$

$$PT = 1/3 \div 2/30$$

$$PT = 1/3 \div 1/15 = 6/15 \text{ or } .40$$

Equated to full time (FT) Five (5) classes

$$FT = 5/6 \div (5/5 \times 1/6) =$$

$$FT = 5/6 \div 5/30$$

$$FT = 5/6 \div 1/6 = 6/6 \div 1.000$$

Grades 6-12 6 periods (60 minutes each) 5 classes 1 prep.

Elementary — Based on total of 310 minute/day instructional time.

LETTER OF AGREEMENT

RE: Fall Conference Schedule 2005 and 2006

The undersigned parties agree that, based on possible community and staff input, alternations for the fall conference schedule in 2005 – 2006 and 2006-2007 school years may occur providing mutual agreement with the District and the Kent City Education Association.

For Kent City Community Schools:

Printed Name, Title

Signature

Printed Name, Title

Signature

For Kent City Education Association:

Printed Name, Title

Signature

Printed Name, Title

Signature

Date

LETTER OF AGREEMENT

RE: The Elementary and Secondary Education Act (ESEA), also known as the “No Child Left Behind” (NCLB) Act of 2001, as amended, 20 USC 6301 et seq.

The undersigned parties agree to investigate the impact of the NCLB Act on our current teaching staff and plan to educate them on the various steps that can be taken to remedy each individual situation. An attempt will be made to identify those members who would be impacted by the Act and develop a plan for compliance. In accord with the Public Employment Relations Act (PERA) the parties agree to bargain over the impact of the ESEA on Kent City Education Association bargaining unit members.

For Kent City Community Schools:

Printed Name, Title

Signature

Printed Name, Title

Signature

For Kent City Education Association:

Printed Name, Title

Signature

Printed Name, Title

Signature

Date