

8/94
(May prior to beginning
of school Fall 1994)

AGREEMENT
BETWEEN
THORNAPPLE KELLOGG BOARD OF EDUCATION
AND
KENT COUNTY EDUCATION ASSOCIATION
1991 - 1994

Thornapple Kellogg School

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EDUCATION ASSOCIATION AGREEMENT

This agreement is entered into this 9th day of September, 1991, by and between the Board of Education of Thornapple Kellogg School District, Middleville, Michigan, hereinafter called the "Board," and the Kent County Education Association, Michigan Education Association, and the National Education Association, (KCEA/MEA/NEA), hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Thornapple Kellogg District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

WHEREAS the Board has statutory obligations, pursuant to act 336 of 1947, and amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

- A. THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE BARGAINING REPRESENTATIVE AS DEFINED IN SECTION ELEVEN OF ACT 336 OF 1947 AS AMENDED.

"for all regular full-time and regular part-time professional personnel employed under annual contract including personnel on tenure or probation, classroom teachers, non-administration guidance counselor, certified librarians, school psychologist, social workers, and hearing therapist, school nurse, and teachers of the home bound or hospitalized, employed by the Thornapple Kellogg School District Board of Education." Excluded are full or part-time supervisory, executive or administrative personnel, business manager, athletic director, Title I director, reading director, guidance director, curriculum coordinator, director of community schools, community school program teachers (including high school completion, enrichment and recreation teachers) special education coordinator, substitute teachers, per diem appointments, aides and paraprofessionals, teachers in programs which are not part of the regular school year (including summer school), noon period supervisors and/or recreation personnel, office and clerical

employees, custodial employees 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, that employee shall be considered as part of the bargaining unit for that portion of time the individual is performing bargaining unit work.

When the term teacher is used hereafter in this Agreement, it shall refer to all employees of the Thornapple Kellogg School District as represented by the Association in the bargaining unit as defined, with references to male teachers including female teachers.

- (B) The Board agrees not to negotiate with any teachers' 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 discussed without intervention of the Association, if the settlement is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such settlement.
- (C) Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- (D) School Psychologist, Social Worker, and School Nurse shall not be construed to be teachers under the Tenure Act of Michigan.
- (E) All non-tenured personnel covered by this contract will be dismissed under the following procedure:
 1. Notified of unsatisfactory evaluation and dismissal by their immediate supervisor, in writing, 30 calendar days before their dismissal, but no later than 30 calendar days prior to the end of the school year.
 2. Appeal may be made to the Superintendent within 10 working days if the employee feels that he/she has been dealt with unjustly. The Superintendent will render a written decision within 10 working days.
 3. If the employee is dissatisfied with the Superintendent's decision, he/she may appeal to the Board of Education within 10 working days after receipt of the Superintendent's decision. The Board is obligated to hold a hearing. This may be by the full Board or a committee of not less than two Board members appointed by the President. The Board will render a written decision in not more than 30 working days. All decisions of the Board will be final throughout the employee's probationary period.

4. The probationary period will be two (2) years, but may be extended to a third (3) year by action of the Board of Education.
5. Following satisfactory completion of the Probationary Period, non-tenured personnel will be provided full rights and benefits in accordance with this master contract.

ARTICLE II

Recognition of Rights of the Board

- (A) Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board
- (B) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation the right to:
 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods schedules and standards of operation, the means, methods and processes of carrying on the work, including automation and the institution of new and/or improved methods of changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees.

7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, building 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 relations conducted by the Board.
10. 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 of employees as provided for in this Agreement.
11. Determine the policy affecting the selection of employees providing that such selection shall be based upon lawful criteria.
12. The Board shall determine all methods and means to carry on the operation of the schools.
13. To exercise management and administrative control of the school system, and its properties and facilities.
14. To establish courses of instruction and in-service training programs for employees.
15. To establish hiring procedures and qualifications.

(C) The exercise of the foregoing powers, rights, authority duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by only the specific and express terms of this Agreement and then only to the extent such specified and express terms hereof are in conformance with the constitution and the laws of the state of Michigan, and the Constitution and laws of the United States.

ARTICLE III

Association and Teachers Rights

(A) Pursuant to act 336 of 1947 as amended, the board hereby agrees that every employee of the board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted

activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by act 336 of 1947 AS AMENDED, OR OTHER LAWS OF MICHIGAN OR THE CONSTITUTIONS OF MICHIGAN AND THE UNITED STATES that it will not discriminate against any teacher with respect to hours, wages or any terms of or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- (B) The Association and its members who are employed by the Thornapple Kellogg School District shall have the right to use school building facilities at all reasonable hours for meetings upon prior approval by the appropriate building principal and that such meetings, shall not interfere with the normal operation of the school or duties of any teacher, and that the building or room may be used only when not otherwise in use. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- (C) The Board agrees to furnish to the Association in response to reasonable written requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaints.

ARTICLE IV

Site Based Decision Making (School Improvement)

The Board, Administration, Teachers and Association recognize the necessity of maintaining ongoing school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to renegotiations at the request of the Board or the Association. Any amendments to the agreement will be subject to ratification by the parties.

ARTICLE V

Professional Compensation

- (A) The salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- (B) The salary schedule is based upon a normal weekly teaching load, as hereinafter defined. For extra work not provided in the Extra Duty Pay Appendix A, the teacher shall be entitled to appropriate additional professional compensation, at the hourly rate of .07% of the base salary. The teacher shall be paid this hourly rate, in addition to his/her base salary, for all pre-approved time spent after the regular school day for any educational or civic functions where attendance is not voluntary but required except regularly scheduled faculty meetings, of a reasonable length. This provision does not apply to teachers substituting during his/her planning period. Extra work performed as an extension of professional duties shall be paid at the professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his/her base salary, as set forth, by 1144 hours.

Should it be necessary to use presently employed teachers to fill in for absent teachers during their planning hours, they shall be compensated at the rate of .05% of base salary/hour for a six hour day and .045% of base salary/period for a seven period or credited with compensatory time. Compensatory time may be used at the discretion of the teacher, with principal notification, in writing as early as possible but at least 24 hours in advance unless an emergency exists preventing the submission of timely notice. If less than 24 hour notice is given, the building principal has the option of approving or denying the request. Accrued compensatory time may be used by the hour or by the day. Scheduling of substitutes must be approved and/or arranged by the building principal. A time log will be kept by the principal. Compensatory time will be limited to three consecutive school days at a time. Participants will be allowed to carry over a maximum of 24 hours in a six hour day or 28 periods in a seven period day each year. Participants will be paid for the remainder of their accumulated hours at the rate of the year in which they were earned. Teachers who wish to participate will inform their building principal at the beginning of the school year, in writing.

Should elementary teachers be asked to take classes normally covered by special teachers, i.e. music, physical education, and library, they shall be covered by the above paragraph.

1. Compensatory time may be used on a limited basis the day before and the day

after spring break. The number of teachers, district wide, will be limited to six participants for each day.

2. In order to insure consideration for the day before and the day after spring break, applications must be filed by December. A lottery will be held, by the Association, on the first business day after December to determine participants for each day. If fewer than six applications are filed by December, the remainder of the six will be granted on a first come first serve basis.
- (C) The Association and the Board shall negotiate the school calendar which shall be included in Appendix B of the Master Agreement. Should circumstances arise requiring re-consideration of this provision, they will be processed in accordance with Article XVII Negotiations Procedures.
 - (D) The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
 - (E) Only those members of the Association, such as the negotiators, grievance chairpersons and witnesses shall be released from regular duties without loss of salary to participate during the school day in negotiations or participate in any professional grievance proceedings, including arbitration.
 - (F) Teachers will be paid on the basis of 26 pay periods during the year. Teachers shall receive lump sum payment of the balance of their annual contractual salary on the last pay period of June, unless the teacher submits a written request to the Superintendent's office by May 15th.

ARTICLE VI

Teaching Hours

- (A) Teachers' starting time will be fifteen (15) minutes prior to the start of the regular student day. Teachers will be in their classrooms ten (10) minutes before the beginning of the pupils' school day. Teacher dismissal time will be ten (10) minutes after the regular student day ends. It is further agreed that teachers may leave the building at the students regular dismissal time on Friday, the day preceding vacation, or holiday, or with the permission of the teachers' building principal. Teachers shall make themselves available for previously scheduled conferences of not over one half hour after school dismissal.
- (B) All teachers shall be entitled to a duty-free lunch period of no less than 30 minutes.
- (C) It is agreed that one day per month may be set aside for scheduled staff meetings, such as building, departmental, committee or in-service. When deemed necessary, a second meeting per month may be scheduled. These meetings will be scheduled at least forty-eight hours in advance. It is agreed that these meetings shall last not more than one hour

past student dismissal. It is further agreed that these meetings will not be held on Friday or the day preceding vacation or a holiday. All staff members are required to attend.

ARTICLE VII

Teaching Loads and Assignments

- (A) High School and Middle School: The normal weekly teaching load will be 25 teaching hours or supervised study hours and 5 hours to be used as prescribed.

Preparation periods may be used for the following:

1. Preparation work for class
2. Consultation with parents or students
3. Committee work
4. Library work

School hours may not be used for the following:

1. Union work, without Principal's permission
2. Non-professional work

The teachers will be expected to be present in their building at all times during working hours, unless excused by the building principal.

- (B) Elementary School: The normal weekly teaching load in the elementary schools will be 30 teaching hours. The elementary teachers will use as preparation hours those periods in which their students have physical education, music and library. In case the special course teachers are absent, the administration will secure substitutes.

Both parties realize that in some cases substitutes may not be available. Under those circumstances students will be returned to their regular classroom teachers, and compensation will be granted subsequent to Article V, Section B.

Preparation periods may be used for the following:

1. For preparation work for class
2. Consultation with parents or students

3. Committee work
4. Library work

School hours will not be used for the following:

1. Union work, without Principal's permission
2. Non-professional work

No departure from these norms, except in case of emergencies shall be authorized without prior consultation with the Association.

- (C) Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study, except in conjunction with Public Act No. 25 of 1990.
- (D) Teachers who will be affected by a change in assignment will be notified and consulted by their principal as soon as practical and prior to July 1st.

ARTICLE VIII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- (A) The Board agrees to keep class size at acceptable levels as dictated by the financial limitations of the District and/or the building facilities available according to the following standards.
- | | | |
|----|--|-----------|
| 1. | Kindergarten and First Grade | 25 pupils |
| 2. | Elementary School Grades
Second thru Fifth | 30 pupils |
| 3. | Special Classes for
Handicapped or Mentally
Retarded | 15 pupils |

4. Middle School
- Social Studies)
 - English)
 - General Education) 30 pupils
 - Mathematics)
 - Science)
- Industrial Arts 20 pupils
- Homemaking 20 pupils
- Art 25 pupils
- Physical Education 40 pupils

5. High School
- Social Studies)
 - English) 30 pupils
 - General Education)
 - Mathematics)
 - Science)
 - Language) 30 pupils
 - Business)
 - Family Living)
- Typing 35 pupils
- Industrial Arts 20 pupils
- Drafting 30 pupils
- Homemaking 20 pupils
- Art Education 25 pupils
- Physical Education 40 pupils

6. CLASS SIZE FOR A SEVEN PERIOD DAY

- Social Studies
 - English
 - General Education 25 pupils
 - Mathematics
 - Science
- Industrial Arts

Explor. Design Homemaking	17 pupils
Art	21 pupils
Physical Education	33 pupils
CPR enrichment	18 pupils/9wk 20 pupils/12wk

Enrichment classes:

- a. Computer classes, typing classes and other classes that depend on equipment will not have more students than the number of work stations available per period.
- b. Enrichment class size will not exceed 25 pupils.

In no case will teachers service more pupils in a seven period day than in a six period day.

(B) OVERLOAD COMPENSATION

- (1) When these elementary class standards are exceeded by more than two additional students, the teacher of the class shall be compensated for each additional student assigned beyond those two at the rate of \$4.00 per day for each student that exceeds the standard class size plus two.
- (2) When these secondary standards are exceeded, in a seven period day, by more than two students, the teacher shall be compensated for each additional student per class period beyond those two at the rate of \$3.35 a week.
- (3) When these secondary standards are exceeded, in a six period day, by more than three students, the teacher shall be compensated for each additional student per class period beyond those three at the rate of \$4.00 per week.

(C) REIMBURSEMENT

Reimbursement for excess membership under the terms of this article shall be made not later than the second pay period after the end of each semester.

- (D)** The Board of Education recognized the principle that teachers shall receive assignments that shall equalize the teaching load of all teachers as nearly as possible. In the determination of assignments, the convenience and wishes of the individual teacher will

be honored to the extent that those considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board.

- (E) The Board recognized that appropriate texts, library references facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint recommendations thereon made by its representative and the Association. The final decision to purchase these materials and tools remains vested with the Board.
- (F) The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. A vending machine for beverages may be installed with the proceeds to be used by the building faculty. Each school is a smoke free building.
- (G) Telephone facilities shall be make available to teachers for their reasonable use. Teachers will be expected to reimburse the District for any personal long distance calls.
- (H) Adequate parking facilities shall be made available to teachers for their exclusive use.
- (I) Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of the classroom shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- (J) The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap or marital status or membership in or association with the activities of any employee organization.
- (K) When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, OR TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the students to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

ARTICLE IX

Vacancies and Promotions

- (A) Whenever any permanent vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every building. If said vacancy shall occur during the summer months the board shall notify the President of the TKEA, or his/her designee, by certified mail. No vacancy shall be filled on the permanent basis until such vacancy shall have been posted for at least fifteen days. Vacancy is defined in the glossary.
- (B) Any teacher may apply for such vacancy. The application must be made in writing and filed at the superintendent's office. In filing a nonadministrative vacancy, the Board agrees to give due weight to the professional background, length of service and attainments of all applicants. Each teacher on staff making application for a vacancy will be contacted regarding the position. The Board of Education reserves the right to employ the best qualified candidate for the position.
- (C) The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels which shall be made at the sole discretion of the Board.

ARTICLE X

Transfers

- (A) The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- (B) In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article IX.
- (C) Any teacher who shall be transferred to a supervisory or executive position and who shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.
- (D) Requests by a teacher for transfer to a different building or position may be made any time. Such requests shall be made in writing to the Superintendent with a copy to the Association. The request shall set forth the school, grade or position sought, and the applicant's qualifications and the reason for the requested transfer. Such requests shall

be made once each year to assure active consideration by the administration. The transfer request shall be made once each year to assure active consideration by the administration. The transfer request shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a request to transfer. Such requests shall be made on forms available at the administration building.

- (E) Receipt of all applications and requests referred to in this article shall be acknowledged by the Superintendent within five (5) working days.
- (F) When a request for transfer and/or reassignment is denied, conference with the superintendent, with an Association representative present, will be held upon request within fifteen (15) days after the position is assigned.

ARTICLE XI

Leave Credit

- (A) Teachers shall accumulate unlimited sick leave at the rate of 10 days per year.
- (B) Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation shall receive from the Board the prorated difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness or through the balance of the school year whichever occurs first, with sick leave subtracted on a prorated basis.
- (C) A probationary teacher or a non-probationary teacher with less than two years experience in the District who has exhausted his/her cumulative sick leave credit may borrow up to ten (10) days of additional sick leave. Such advance shall be deducted from the final pay check for the year unless a contract for the following year has been signed.
- (D) A non-probationary teacher with 2 or more years of employment in the District who has exhausted his/her cumulative sick leave, and compensatory time, may be given up to two (2) days from each teacher who has accumulated more than thirty (30) days. It is understood that sick days will be given on a strictly voluntary basis. Association representatives may circulate a sick day request throughout the District on behalf of the bargaining unit member whose sick days are or will be exhausted as verified by the business office. The bargaining unit member may receive only as many days as are needed to complete the contract year, sick leave period, or L.T.D. wait period.

ARTICLE XII

Terminal Leave

- (A) Upon retirement from the Thornapple Kellogg School District, a teacher who has completed 15 consecutive years in the Thornapple Kellogg School District shall receive

payment of \$15.00 per day (with a maximum of \$3,000), for his/her accumulated sick leave.

- (B) Any contract teacher who is rehired after retirement shall receive compensation at the step he/she had attained at the time of retirement.

ARTICLE XIII

Leaves of Absence

- (A) The Board shall grant a leave of absence without pay for a period not to exceed one (1) year, to any teacher whose personal illness extends beyond the period compensated under Article X.

If at the end of one year, the teacher is unable to return to work, he/she must apply to the Board, in writing, for an extension. All such requests shall be made prior the end of the first year's leave of absence. The Board shall grant all necessary leaves of absence, up to a total of two years, but not more than one year at a time, to any teacher requesting an extension for a leave of absence.

Further extensions (beyond two years), shall be at the will of the Board. Upon return from an extended leave of absence of more than two years, the teacher will be assigned the first available vacancy for which he/she is qualified. If a position is not available, the teacher will remain on continuous leave, and will be assigned to the first available vacancy for which he/she is qualified.

The teacher shall inform the Board of his/her intent to return to work at the earliest possible date.

- (B) Leaves of absence with pay chargeable against the teacher's sick leave credit shall be granted for the following reasons:
1. Illness in family -- a maximum of five (5) days per school year for illness in the immediate family. This may be extended by the Superintendent in cases of extreme hardship.
 2. Personal business -- a teacher shall be granted three (3) full or six (6) half days per year, non-accumulative, for the conduct of personal business. The Teacher shall provide a three (3) day notice in writing to the Principal stating the reason. The request shall be approved by the Administration. Notice of less than three (3) days with teachers showing cause will be subject for approval by the Administration. Not more than two (2) teachers shall be absent from any building at any time unless approved by the building Principal under the above

clause.

Such leave may be used for:

- a. Medical, such as doctor and dental appointments.
- b. Counseling, such as psychological, psychiatrist or other professional counseling.
- c. Business arrangement, such as property transaction or other business arrangement.
- d. College, such as college registration or graduation.
- e. Legal need, such as legal counselling, appearance in court with court appearance document.
- f. Other reasons as approved by the Administration.

To provide teachers with privacy in conducting their personal business, teachers will be required to state only the general category for which they will be absent.

It is understood such leave shall not be granted for the first day or the last day of the school year, nor on the first working day preceding or following a vacation or holiday unless approved by the building principal. Such leave shall not be used for seeking other employment, rendering services, or working with or without remuneration for one's self or for anyone else, for hunting, fishing, recreational activities or non-business personal activities.

3. Bereavement Leave - A teacher shall be allowed the following days of bereavement leave with pay per incident when his or her absence is required and shall be charged against annual or cumulative sick leave. Death of a spouse, foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, brother, sister, half brother or sister, stepbrother or stepsister, parent, grandparent, stepfather, stepmother, brother or sister, father or mother, son or daughter of your brother or sister, up to five (5) days.

Death of the members of employee's spouse's immediate family: Foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, brother, sister, half brother or sister, stepbrother or stepsister, father or mother, son or daughter of your brother or sister. Up to two (2) days with additional time of up to three (3) days with approval of the Administration. Death of other relative or friend. Up to one (1) day. Additional absence may be approve by the Superintendent for members of the immediate family. However, the employee

shall receive only that portion of his salary remaining after the substitute had been employed for the period of the approved extension.

(C) Leaves of absence with pay not chargeable against teacher's sick leave credit shall be granted for the following reasons:

1. Absence when a teacher is called for jury service. The pay to be the excess of salary over jury fees.
2. Court appearance as a witness in any case connected with the teacher's employment for the school.
3. Whenever a teacher is subpoenaed to attend any non-school related proceeding. Maximum leave is limited to three (3) days.
4. Visitation at other schools or for attending educational conferences or conventions, including Association meetings approved by the Administration.
5. The Association shall be entitled to ten (10) days per year to be used by Executive Board members to attend MEA workshops or conferences and the Association shall reimburse the Board for the cost of substitute teachers during these days. Additional days may be granted at the discretion of the Superintendent. Five (5) days notice must be given to the employee's building principal except in cases where one board member must fill in for another who is absent.

(D) Leaves of absence without pay may be granted for the following reasons and under the following conditions:

1. For study related to the teacher's licensed field, or involving research or special training.
2. Travel or a related experience that could be of benefit to the educational process.
3. Child bearing and/or child care.
 - a. This leave must be applied for:
 - (1) Full year leave at least thirty (30) days before the end of the school year.
 - (2) Partial year, notice of intention to return shall be given forty-five (45) days before return is expected.

4. To return from any leave granted under this Section the teacher must notify the Board.
 - a. Full year leave, notice shall be given Board of intention to return thirty (30) days before the end of the school year.
 - b. Partial year, notice of intention to return shall be given forty-five (45) days before return is expected.
 5. In the event of any extenuating circumstances such as, but not limited to, early termination of pregnancy, the contractual conditions may be waived by mutual consent. In such situations a teacher may be granted a leave or return from a leave as soon as it is possible to arrange.
- (E) Leave of absence without pay will be granted for a period not to exceed one (1) year, to any teacher who joins the Peace Corps as a full time participant in such program. A second year leave of absence shall be granted, provided that the teacher makes application for an extension three months prior to the end of the first years leave of absence. Any period so served, shall be treated as time taught for the purposes of the salary schedule set forth in Appendix A of this Agreement. Term of leave shall coincide with the contract year. Six months' notice is to be given of intent to return. The teacher is to be offered the first available vacancy for which he/she is qualified.
- (F) Pursuant to Section 380.1235 of the School Code of 1976, teachers who have been employed for seven years by the System may be granted a sabbatical leave for up to one (1) year.
- A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of the Agreement.
- (G) Teachers who are officers of the Association or are appointed to its staff shall, upon proper application be granted a leave of absence without pay for a period not to exceed one (1) year. A second year leave of absence shall be granted, provided that the teacher makes application for an extension three months prior to the end of the first year's leave of absence. Any period so served, shall be treated as time taught for the purpose of the salary schedule set forth in Appendix A of this agreement. Term of leave shall coincide with the contract year. Six months notice is to be given of intent to return. The teacher is to be offered the first available vacancy for which he/she is qualified.
- (H) Military leaves of absence shall be granted to any teacher who shall be inducted, recalled, or shall enlist for military duty to any branch of the armed forces of the United States. Six months' notice is to be given of intent to return. The teacher is to be offered

the first available vacancy for which he/she is qualified. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the School System. Previously accumulated sick leave shall continue upon return.

- (I) The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. Term of leave shall coincide with the contract year. Six months' notice is to be given of intent to return. Teacher is to be offered first available vacancy for which he/she is qualified.
- (J) Upon return from an approved leave, under this article, a teacher shall be assigned to his/her former position, if available, or a substantially equivalent position.

ARTICLE XIV

Insurance Protection

The Employer will provide and pay the premium cost for The Michigan Education Special Service Association Group Hospital, Medical Insurance (MESSA/ Blue Cross Super Care I) to all teachers and their dependents who qualify for such protection under the following conditions:

Upon submission of a written application, the board agrees to provide each full-time employee (teacher) and his/her dependents with the following fully paid MESSA insurances.

Plan A for employees needing health insurance

Super Care I

Long Term Disability-----66 2/3 %

\$2,500 maximum

90 calendar days - modified fill

Freeze on Offsets

Alcoholism/drug addiction 2 year

Mental/nervous 2 year

Delta Dental

90/80/50:\$1,500 with adult ortho

50/50/50:\$1,500 with adult ortho

Negotiated Life -----\$15,000 AD & D

Vision -----VSP-2

Plan B for employees not needing health insurance

Delta Dental

90/80/50:\$1,500 with adult ortho

50/50/50:\$1,500 with adult ortho

Vision

VSP-3

Negotiated Life ----- \$50,000 AD & D

Dependent Life ----- \$2,000/\$2,000 AD & D

Long Term Disability ----- 66 2/3 %

same as above

Options(MESSA) ----- \$100 to be used for any combination of MESSA/MEA financial services options and/or an annuity with the company to be named by the individual from the list of companies writing annuities in the District. A company can be added to the list, provided there are five or more subscribers.

- a. Health care protection shall be provided for a full twelve-month period for each employee (teacher) who completes a full academic year of employment.
- b. The health care protection is to be provided to the employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.
- c. Part time teachers will have their insurance package determined on a pro-rata basis to the extent possible under the rules of the insurance carriers.

ARTICLE XV

Teacher Evaluation

- (A) All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- (B) The principal or his/her designee will hold a personal conference with the teacher within 10 working days after each formal evaluation. During this time the evaluation will be discussed by both parties.
- (C) 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/her evaluation was incomplete or unjust, within 10 days following the personal conference, he/she may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personal file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

- (D) 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 improvement of the teacher's performance shall be included in the written evaluations. In subsequent observation and evaluation reports, failure to again note specific deficiency shall be interpreted to mean that the teacher has made adequate improvement.

ARTICLE XVI

Protection of Teachers

- (A) Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- (B) Any case of assault upon a teacher shall be promptly reported to the board or its designated representative. The Board reimburse the teacher for the initial conference with a qualified lawyer who can advise the teacher of his/her rights. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in the proper performance of his duties, the Board will provide legal counsel and render reasonable assistance to the teacher in his defense.
- (C) If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in the proper performance of his/her duties, the Board will provide a legal counsel and render reasonable assistance to the teacher in his/her defense.
- (D) No charge shall be made against a teacher's salary or leave time in case of time lost because of appearances, i.e. court, administrative agencies, involving incidents covered by Sections (B) and (C) of this Article.
- (E) The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher, at replacement value or a fair market price, while on duty in the school or on the school premises if the loss is suffered as a normal part of employment and through no negligence of the teacher, provided that the personal

property is needed as part of the instructional or school program and has been documented and approved by the building principal. The reimbursement of the teacher will be limited to the amount of the deductible up to \$500.00 if covered by insurance unless there is liability by the District for payment.

- (F) Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Complaints not brought to the teacher's attention within seven days are not admissible for disciplinary action.
- (G) Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property.
- (H) Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested by the teacher to accompany the teacher in such review.
- (I) A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined of any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- (J) No teacher shall be disciplined without just cause; however, the discharge of a probationary teacher is not subject to just cause. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written reprimand, suspension without pay and discharge. The Board reserves the right not to follow progressive discipline for behavior requiring immediate suspension without pay or discharge. Non-tenured people, excluding teachers, will be dismissed under Article I, Section E.

ARTICLE XVII

Negotiation Procedures

- (A) It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to the professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. The items to be negotiated shall have approval of both parties before negotiations shall start.
- (B) In the event the salary schedule is re-opened for negotiation, by either party, as provided

in Article XV paragraph A of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of the Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

- (C) In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative 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 the parties may be executed without ratification by a majority of the Board of Education and 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 ultimate ratification.
- (D) 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 (MERC) or take any other lawful measures it may deem appropriate.

ARTICLE XVIII

Professional Grievance Procedure

- (A) Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a type-written grievance stating the nature of the grievance and the Article and Section of the Agreement allegedly violated, and the remedy requested, and signed by the teacher, group of teachers or the Association if a solution is not reached after an informal discussion with the principal or immediate supervisor. The written grievance may be filed with the Board or its representative. The Board hereby designates as its representative for such purpose the principal in each school building and the Superintendent of the Schools when the particular grievance arises in more than one school building. The Association appoints a teacher in the Thornapple Kellogg System as its designee or agent to process grievance.
- (B) If a teacher does not file a type-written grievance with the principal or other designated Board representative within eight (8) working days after the occurrence, then the grievance shall be considered as waived. A grievance may be filed after this time limitation if both parties agree it was not possible to file said grievance in the above time limitation.
- (C) Within five (5) working days of receipt of the grievance the designated representative of

the Board shall meet with a representative of the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the grievant does not agree with the principal's decision, the teacher or Association must submit the type-written grievance in writing to the Superintendent within five (5) working days. The Superintendent shall render a decision within five (5) working days. If the grievance is submitted directly to the Superintendent, he shall have ten (10) working days to render a decision. If the superintendent's decision is not satisfactory to the grievant, he/she may appeal to the Board of Education. This must be done in typewritten communication within ten (10) working days, addressed to:

The President of the Board of Education
Thornapple Kellogg Schools
3885 Bender Rd.
Middleville, MI 49333

- (D) Within fifteen (15) working days from receipt of the grievance, 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 appropriate for consideration of the grievance, provided, however, that in no event, except with express typewritten consent of the Association, shall final determination of the grievance be made by the Board more than thirty final determination of the grievance be make by the Board more than thirty (30) working days after its submission to the Board. If determination is not make within the allotted time period, the solution sought is granted.
- (E) If the decision of the Board is not satisfactory to the Association, a grievance limited to alleged violations, misinterpretations or misapplication of provision of this Agreement, may be submitted to arbitration before an impartial arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed. The arbitrator shall have no power to alter, modify, add to, or subtract, from the provisions of this Agreement. His/Her authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject to, in all cases, the right, responsibilities, and authority of the parties under the Michigan General School laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Kent County Education Association or the Board of Education in the proper exercise of the judgment and discretion under law and this Agreement. The arbitrator shall have no power to interpret State or Federal Law. The decision of the arbitrator, if within the scope of this authority as above set forth, shall be final and binding and both parties agree that judgment thereon may be entered in any court of competent jurisdiction.

- (F) If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated. The matter, penalty and remedy for a wrongful penalty shall be left to the full discretion of the arbitrator.
- (G) All cost of arbitration shall be paid by the losing party. In case of compromise decision, the arbitrator shall indicate a fair distribution of costs.
- (H) For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article, first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be supervisory or executive function.
- (I) It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedures as set forth herein.

ARTICLE XIX

Lay-Off Procedure

- (A) New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- (B) Seniority. The term, Seniority, shall be the length of continuous service with the Thornapple Kellogg Board of Education as a teacher employed by the Thornapple Kellogg Board of Education, and shall apply for lay-off as hereinafter used. A leave of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. A teacher's seniority date shall be his/her last date-of-hire and seniority shall accrue with the first day of work. Days worked in any extra-curricular activity shall neither accrue seniority nor establish a date-of-hire. A teacher who works less than full time, but on regular basis, shall accrue seniority as if he/she were employed full time. Teachers with the same date-of-hire will determine their seniority by the last four digits in his/her social security number. The highest number will be the first date of hire. The date-of-hire will be determined by the date of the first day of work.

- (C) **Certification.** The term, Certification, is defined as approved by the Department of Education of the State of Michigan.
- (D) **Qualified.** Qualified shall be defined as (1) Having a major in a particular subject to be taught; or (2) having a minor or evidence of current involvement in the subject. These conditions may be accomplished any time previous to the beginning of the school year.
- (E) Sections B and C above shall apply to K-6 teachers, and Sections B,C,D shall apply to 7-12 teachers when a necessity exists for reducing the staff.
- (F) Any teacher who is granted tenure shall have seniority from the last date of hire.
- (G) The Board of Education and a representative of the Association shall prepare a teacher seniority list based on the last date of hire with certification and qualifications noted and transmit a copy of the same to the Association on or before November 1. Within ten school days the list will be verified by the Association prior to its final approval.
- (H) **NECESSARY REDUCTION OF PERSONNEL----LAYOFF:** The parties hereto, realizing the education, curriculum and staff to a large degree depend upon the economic resources available to the Board of Education as provided by the public and the State of Michigan and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, or student membership count drops, hereby agree as follows:
1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when the foregoing circumstances warrant such reduction.
 2. The following provisions shall apply if there is a necessary reduction in personnel; and the order of the reduction shall be:
 - a. Temporary employees.
 - b. Probationary teachers first according to seniority and secondly according to certification.
 - c. Tenure teachers first according to seniority and second according to certification and qualification as defined in B, C, D, and E above.
- (I) The Association shall have the right to review the layoff list prior to, but no later than June 1st, notification of the individual teachers to be laid-off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

1. Individual teachers affected by the layoff list will be notified by Certified return receipt mail by June 20th.
- (J) For the purpose of layoff, due to lack of funds, teachers will receive at least 20 days advanced notice.
- (K) Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified.
- (L) The recall list shall be maintained by the Board of Education for a period not to exceed two (2) years. Thereafter, a teacher shall lose the right to recall.
- (M) Any employee who collects unemployment compensation benefits for the period between the end of a school year and the commencement of school for the subsequent school year, shall have 50% of such unemployment compensation deducted in the subsequent year. The deduction will take place provided that the employee has not suffered loss of pay for the subsequent school year. The deduction will be on a pro rata basis, spread over the pay periods of the subsequent year.

ARTICLE XX

Miscellaneous Provisions

- (A) Teachers are to call their Principals or their designee by 6:15 a.m. for secondary teachers and 7:00 a.m. for elementary teachers if they are ill and are not able to report to work.
- (B) No polygraph or lie detector device shall be required in any investigation of any teacher.
- (C) The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- (D) The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession, as adopted by N.E.A. 1975, in accordance with the terms thereof and the Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- (E) This Agreement shall supersede any rules, regulation 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 the Agreement shall be incorporated into

and be considered part of the established policies of the Board.

- (F) Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- (G) 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI

Agency Shop

- (A) All teachers, as a condition of continued employment shall either:
 1. Sign and deliver to the Board, an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing:
 2. Cause to be paid to the Association a representative fee established in accordance with Association Procedures within thirty (30) days after the commencement of employment. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to nonmembers until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.
- (B) In the event that neither of the provisions of paragraph A are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall, pursuant to MCLA 408.477; MSA 17.27(7) and at the request of the Association, deduct the representation fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amount, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.
- (C) The Association will save the Board harmless from any and all costs including witnesses

and attorney fees or other incidental cost of prosecution or defense or any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

ARTICLE XXII

Continuity of Operations

The Association agrees that under no circumstances will the Association or its members authorize, sanction or condone a work stoppage during the period of this agreement.

ARTICLE XXIII

Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this Agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXIV

Duration of Agreement

This agreement shall be effective as of August 26, 1991, and shall continue in effect until 11:59 p.m. the day prior to the beginning of school in the Fall of 1994. This agreement shall not be extended orally and it is expressly understood it shall expire on the date and time indicated.

APPENDIX A

SALARY SCHEDULE FOR TEACHERS OF THE THORNAPPLE KELLOGG SCHOOL SYSTEM MIDDLEVILLE, MICHIGAN

I. Fundamental Principles of the Salary Schedule:

- A. This schedule is intended to cover all instructional personnel defined in Article I, Recognition, with the exception of those who serve in an administrative capacity and others whose classes may come under the control of the State Board of Control for Vocational Education.
- B. The amount of training for teaching will divide teachers into groups.
 - 1. Qualified teachers with a Bachelors Degree.
 - 2. Qualified teachers with a Masters Degree
 - 3. Qualified teachers with additional graduate credits and advanced degrees.
- C. The amount of experience in the teaching field will determine the steps along the scale from a minimum to a maximum salary.
 - 1. Experience in the Thornapple Kellogg School System will count at its full value.
 - 2. All teachers shall be given up to and including 5 years credit for years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. Additional years may be given at the discretion of the Board. Other experience up to 3 years may be given in related fields as mutually agreed by the Board and teacher's Association. Teachers employed under the Layoff and Staff Reduction provision will be given full credit for teaching experience and professional training in placement on the salary schedule.
- D. The amount of service expected to be rendered to the Thornapple Kellogg School System will mean additional consideration in some cases.
 - 1. Additional consideration will be given those teachers that perform their regular teaching duties beyond the normal school calendar year. If the duties are an extension of the normal school calendar year, these people

will be paid in proportion to the time that they are required to be on the job. This does not include regular summer programs.

II. Additional considerations beyond the basic salary schedule:

A. Consideration will be given teachers as bus drivers on one-trip-per-day basis if there are vacancies. Teachers who drive are to make satisfactory arrangements for conference time and for faculty meetings.

B. Early Retirement - Any employee may receive early retirement under the following conditions:

1. Must notify the Board of their intentions with a letter of resignation by May 1 of the school year preceding retirement.

Should extenuating circumstances arise in the lives of those teachers eligible for retirement, such as, personal illness, illness in immediate family members or other reason that would cause the teacher to seek retirement, this notification date will not prevent them from gaining compensation under this section. Exceptions not mentioned will be considered by mutual agreement of both parties.

2. This clause would be limited to those employees who are eligible for retirement under the Michigan Public School Employees Retirement System. Payment will be made on presentation of proof from the State Retirement Office.

3. Employees would receive stipends as follows:

10 years service with Thornapple Kellogg \$1,250.00
15 years service with Thornapple Kellogg \$1,750.00
20 years service with Thornapple Kellogg \$2,500.00
25 years service with Thornapple Kellogg \$3,500.00
30 years service with Thornapple Kellogg \$5,000.00

4. The Board shall offer an early retirement incentive for eligible teachers through the purchase of universal buy-in credit. The incentive shall be in effect beginning August 26, 1991 and concluding on August 25, 1994. The retirement incentive shall be offered in accordance with the following provisions:

- a. The decision to participate in the Early Retirement Incentive plan is expressly voluntary on the part of the employee;

- b. The teacher must have served at least fifteen (15) consecutive years for the Thornapple Kellogg School District and actually retire with full benefits under the terms of the Michigan Public School Employees Retirement System;
- c. The teacher must make application for retirement and provide a written statement of resignation of their teaching position to the Board by May 1, of the school year preceding retirement. The statement of resignation will indicate that the resignation is for the purpose of retirement and state the effective date of resignation as the end of a first or second semester.
- d. The Board agrees to purchase on the teacher's behalf, universal buy-in credit for retirement as follows:
- | | |
|----------|------------------------------|
| 1st year | 90% of MSPERS Actuarial Cost |
| 2nd year | 80% of MSPERS Actuarial Cost |
| 3rd year | 70% of MSPERS Actuarial Cost |
| 4th year | 60% of MSPERS Actuarial Cost |
| 5th year | 50% of MSPERS Actuarial Cost |
- e. The Board agrees to pay any other severance pay to which the teacher may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of five (5) years of universal buy-in credit;
- f. There shall be a limit of five (5) employees in 1991-92, four (4) employees in 1992-93, and three (3) employees in 1993-94 approved for Board purchase of universal buy-in credit per year, unless expressly agreed otherwise by the Board. The refusal to grant requests for the retirement incentive beyond the first two (2) employees shall not be the basis of any grievance;
- g. The teacher, through requesting Board purchase of universal buy-in credit, agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment comp., etc.) against the Thornapple Kellogg School District;
- h. The teacher also agrees to waive, in writing, any and all

rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign;

The employee will have seven days to revoke a signed waiver.

III. EXTRA DUTY

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

<u>High School</u> (Non-Athletic)	<u>1-2</u>	<u>3-4</u>	<u>5-6</u>
	%	%	%
1. Band Director	11	12	13
2. Class Advisors 11-12	4	4	4
3. Class Advisors 9-10	3	3	3
4. Annual	5	6	7
5. School Paper	3	4	5
6. Library Head	7	8	9
7. Debate	5	6	7
8. Forensics	4	5	6
9. Plays	4	5	6
10. Future Problem Solvers	2	3	4
11. Close Up Advisor	3	4	5
12. Student Council Advisor	4	5	6
13. Jazz Band	5	5	5
14. National Honor Society	5	6	7
15. Flag Corp Advisor	2	2	2
16. Pool Director	6	6	6
17. Quiz Bowl	3	3	3
18. Choir	3	3	3
19. Academic Competitions:			

Any faculty member who enters activities in this area such as participation in mock U.N. conventions, computer competitions, etc., who feels monetary compensation is in order may submit his/her request to a committee consisting of the building principal, Board of Education member of designee, departmental head and Association Representative for approval. This Committee shall complete its recommendation within two weeks of the reception of the writer's request from the teacher.

20. Driver Education	<u>1</u> .05/hr	<u>2</u> .06/hr	<u>3</u> .065/hr
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<u>High School (Athletic)</u>		<u>1-2</u>	<u>3-4</u>	<u>5-6</u>
		%	%	%
1.	Head Football, Basketball, Wrestling	13	14	15
2.	Varsity Track, Baseball, Softball, Tennis, Volleyball, Swimming, Cross Country, Gymnastics, Golf, Soccer	11	12	13
3.	J.V. Football, Basketball, Varsity Asst. Football	10	11	12
4.	Asst. Track, J.V. Baseball, Wrestling, Volleyball, Tennis, Softball, Soccer	8	9	10
5.	Asst. J.V. Football, Freshman Football, Basketball	9	10	11
6.	Freshman Volleyball	7	8	9
7.	Varsity Cheerleader Advisor	6	7	8
8.	Cheerleader Advisor (J.V., Freshman)	5	6	7
<u>Middle School (Athletic)</u>		<u>1-2</u>	<u>3-4</u>	<u>5-6</u>
		%	%	%
1.	Basketball, Track, Wrestling, Gymnastics	7	8	9
2.	Volleyball	6	7	8
3.	Intramural Sports	4.5	5.5	6.5
4.	Cheerleader Advisor	3	4	5
5.	5th, 6th Basketball	4	4.5	5
<u>Middle School (Non-Athletic)</u>				
1.	Class Advisors 7-8	3	3	3
2.	Annual	2	3	4
3.	Band Director	8	9	10

4.	Play	3	4	5
5.	Student Council Advisor	3	4	5

All Advancement from one step to the next must have the recommendation of the Building Principal.

All participants except class advisors, school paper, library head may receive an additional 1% of the base pay if recommended by the Building Principal and approved by the Superintendent.

The 1% additional pay if given will only be for one year and a re-evaluation will be done the following year to see if the same individual is eligible.

A copy of the evaluation by the Building Principal will be given to those involved in extra duty assignments. In the case of dissatisfaction with the evaluation, the person receiving such an evaluation may have an opportunity to appeal his/her case to the Superintendent of Schools to clarify his/her position on the evaluation.

(A) Appointments of Teachers to Compensated Extra-Duty

1. Any and all positions regarding extracurricular activities are not tenure position, and are yearly appointments. Appointments shall become binding on the Board and the individual at the time the individual agreement is executed.
2. At the time the assignment is made, the assignment shall be set forth in an individual agreement between the individual and the Board, which may not be varied by either party.
3. At the time of the appointment the individual will be given a copy of the form to be used for his/her evaluation.

(B) Reassignment

1. All extra-duty assignments shall automatically be renewed for an additional annual term unless the immediate supervisor or administrative designee notifies the individual of the reasons for the action, within sixty (60) days subsequent to the end of the pertinent extra-duty assignment and not later than June 30.
2. All individuals agree to a renewal of their extra-duty assignment for an additional annual term unless the individual notifies the immediate supervisor or administrative designee, within sixty (60) days subsequent to the end of the pertinent extra-duty assignment and not later than June 30, to the contrary.

(C) Release of Individual from Compensated Extra-Duty Assignment

1. No individual shall be released or dismissed during the duration of the assignment, unless the Board or Administration, in writing, establishes that the individual has neglected the responsibility of his/her job or has engaged in improper conduct in the course and scope of his/her employment.
2. An individual may be released from his/her contract at any time upon mutual consent between the individual and the immediate supervisor or administrative designee.
3. Any individual released or dismissed from his/her extra-duty assignment, during the duration of the assignment, will be paid a proration of his/her contractual obligation.
4. Any individual who resigns during an extra-duty assignment, and that resignation is not accepted by the Board of Education or administration action in behalf of the Board, may forfeit proration of pay.

(D) Grievances

The provisions of this Article shall be specifically grievable as provided in Article XVIII, but shall not be the subject of arbitration.

SALARY SCHEDULE 1991 - 1992

Step	BA/BS	BA/BS+20	MA/MS	MA/MS+30
1	23,902	24,619	25,575	27,248
1.5	24,619	25,336	26,412	28,085
2	25,336	26,053	27,248	28,921
2.5	26,053	26,770	28,085	29,758
3	26,770	27,487	28,921	30,595
3.5	27,487	28,204	29,758	31,431
4	28,204	28,921	30,595	32,268
4.5	28,921	29,638	31,431	33,104
5	29,638	30,356	32,268	33,941
5.5	30,356	31,073	33,104	34,777
6	31,073	31,790	33,941	35,614
6.5	31,790	32,507	34,777	36,451
7	32,507	33,224	35,614	37,287
7.5	33,224	33,941	36,451	38,124
8	33,941	34,658	37,287	38,960
8.5	34,658	35,375	38,124	39,797
9	35,375	36,092	38,960	40,633
9.5	36,092	36,809	39,797	41,470
10	36,809	37,526	40,633	42,307
10.5	37,526	38,243	41,470	43,143
11	38,243	38,960	42,307	43,980
11.5			42,426	44,099
12			42,546	44,219
12.5			42,665	44,338
13			42,785	44,458
13.5			42,904	44,577
14			43,024	44,697
14.5			43,442	45,115
LONGEVITY STEPS				
15	39,558	40,275	43,860	45,533
20	40,872	41,589	45,533	47,206
25	42,187	42,904	47,206	48,880

SALARY SCHEDULE 1992 - 1993

Step	BA/BS	BA/BS+20	MA/MS	MA/MS+30
1	25,336	26,096	27,110	28,883
1.5	26,096	26,856	27,996	29,770
2	26,856	27,616	28,883	30,657
2.5	27,616	28,376	29,770	31,543
3	28,376	29,136	30,657	32,430
3.5	29,136	29,896	31,543	33,317
4	29,896	30,657	32,430	34,204
4.5	30,657	31,417	33,317	35,090
5	31,417	32,177	34,204	35,977
5.5	32,177	32,937	35,090	36,864
6	32,937	33,697	35,977	37,751
6.5	33,697	34,457	36,864	38,637
7	34,457	35,217	37,751	39,524
7.5	35,217	35,977	38,637	40,411
8	35,977	36,737	39,524	41,298
8.5	36,737	37,497	40,411	42,184
9	37,497	38,257	41,298	43,071
9.5	38,257	39,017	42,184	43,958
10	39,017	39,778	43,071	44,845
10.5	39,778	40,538	43,958	45,731
11	40,538	41,298	44,845	46,618
11.5			44,971	46,745
12			45,098	46,872
12.5			45,225	46,998
13			45,351	47,125
13.5			45,478	47,252
14			45,605	47,378
14.5			46,048	47,822
LONGEVITY STEPS				
15	41,931	42,691	46,492	48,265
20	43,325	44,085	48,265	50,039
25	44,718	45,478	50,039	51,812

SALARY SCHEDULE 1993- 1994

Step	BA/BS	BA/BS+20	MA/MS	MA/MS+30
1	26,856	27,662	28,736	30,616
1.5	27,662	28,467	29,676	31,556
2	28,467	29,273	30,616	32,496
2.5	29,273	30,079	31,556	33,436
3	30,079	30,884	32,496	34,376
3.5	30,884	31,690	33,436	35,316
4	31,690	32,496	34,376	36,256
4.5	32,496	33,301	35,316	37,196
5	33,301	34,107	36,256	38,136
5.5	34,107	34,913	37,196	39,075
6	34,913	35,718	38,136	40,015
6.5	35,718	36,524	39,075	40,955
7	36,524	37,330	40,015	41,895
7.5	37,330	38,136	40,955	42,835
8	38,136	38,941	41,895	43,775
8.5	38,941	39,747	42,835	44,715
9	39,747	40,553	43,775	45,655
9.5	40,553	41,358	44,715	46,595
10	41,358	42,164	45,655	47,535
10.5	42,164	42,970	46,595	48,475
11	42,970	43,775	47,535	49,415
11.5			47,669	49,549
12			47,804	49,684
12.5			47,938	49,818
13			48,072	49,952
13.5			48,207	50,086
14			48,341	50,221
14.5			48,811	50,691
LONGEVITY STEPS				
15	44,447	45,252	49,281	51,161
20	45,924	46,729	51,161	53,041
25	47,401	48,207	53,041	54,921

APPENDIX B

Miscellaneous:

- (A) Longevity pay shall be paid in the 15th year of continuous service in this school system and thereafter. Additional longevity pay shall be paid in the 20th and 25th years of continuous service in this school system and thereafter. The longevity pay shall be as follows:

Step	BA/BS	BA/BS+20	MA/MS	MA/MS+30
15	5.5%	5.5%	6.5%	6.5%
20	5.5%	5.5%	7%	7%
25	5.5%	5.5%	7%	7%

- (B) 1. In order for a teacher to continue to advance on the salary schedule, he/she must take three (3) hours college credit or receive committee approval (paragraph C) for equivalent travel or educational experience by the beginning of the fifth, by the beginning of the tenth, by the beginning of the fifteenth, and by the beginning of the twentieth year. Also, longevity shall not be paid until completion of this requirement.

2. Advancement on MA and MA + 30 Schedules

Advancement on the MA schedule will be based on completion of one of the following functions every two (2) years.

- Complete a College Graduate Course of two semester credit hours or more.
- Attend an inservice workshop that is held on other than School hours with all costs paid by the Board of Education.
- Attend an inservice workshop or make a visitation during regular School hours with all costs paid by the Board of Education.
- Extensive travel that would contribute to the teacher's instructional role.
- Presenter at a professional convention at a local, state or national level.
- Office holder in a local, state or national professional organization such as Michigan Interscholastic Track Coaches Association, West Michigan + Guidance Assoc., etc.

3. Advancement on the MA + 30 Schedule will require the completion of one additional activity in the following areas every two years in academic leadership roles.

- a. Chair at least one committee during the school year.
- b. Plan and execute one inservice. Should a decision be made for whatever reason by the administration not to carry out the inservice to completion, then the TKEA member shall have met his or her obligation under this Section.
- c. Write two articles to be published in local, state or national publications.
- d. Develop a special teaching unit or innovative practice with the approval of the Principal.
- e. Be a presenter at a public function, professional organization, or service club.
- f. Hold an officer status position in a professional organization. In reference to the MA Advancement clause, should a faculty member be refused inservice attendance or visitation during both of these two years, then their contractual obligation shall be considered to be fulfilled.

Any person who fails to comply with the above criteria within a five year period shall be reduced to a loss of one step on the MA 12, 13, 14 level, but in no way shall lose longevity steps earned by all members regardless of their academic achievements.

4. Continuing Education Units.
CEU's can be used to complete requirements for advancement on all parts of the salary schedule.

10 contact hours = one CEU

30 contact hours = one semester credit hour

3 CEU's = one semester credit hour

- (C) Hours above the Master Degree are graduate credits toward advance degrees or another Master's Degree. Any other credits must be in the teacher's major or minor areas or receive prior Committee approval. The committee responsible for this decision shall be composed of:

1. Superintendent
2. One School Board member
3. The Administrator of the affected teacher
4. Two members appointed by the Association
5. The department head of the teacher (If no department head is available, an additional teacher will be appointed by the Association.)

- (D) RECESS DUTY RELIEF:

This provision is for elementary teachers that are experiencing illness the day of recess duty. If the teacher does not feel they are able to teach their regular classes, they may inform their principal or his/her designee upon arrival at School and a substitute will be

hired by the Board to conduct this task during the period of illness.

In order to cover this loss of time, the teacher will be required to use sick leave time equal to the recess period or make it up at a later date. When a teacher is involved in an authorized School activity, i.e., school trips, inservice, etc., he/she will not be required to make up recess time or be charged sick leave under the clause.

(E) Any teacher not scheduled for recess duty who is required by the principal to keep his/her children in the classroom shall receive compensatory time for these periods.

(F) CALENDAR

Teachers contract days are 185 1/2. Labor-day weekend shall be a four-day break including Friday through Labor day.

(G) SNOW DAYS

In the event that the Thornapple Kellogg School System does not meet the 180 minimum standard for student school days, the following procedure shall take place:

1. Teachers shall not be required to report on snow days.
2. The Thornapple Kellogg Education Association shall annually make up at the end of the school calendar a maximum of three days without compensation.
3. All days beyond this number shall be compensated to the individual members at a rate of 1/185.5 of their annual salary on a per diem basis.
4. All possible methods available to make up student attendance days shall be exhausted before the extension of the school calendar shall be put in effect. At this time the Association will meet with the Board representatives after April 10 of that school year to verify the number of days and agree to an ending day for the school year.

(H) CHANGE IN STATE LAW:

In the event that the State of Michigan 180 minimum standard day provision is changed by the Michigan State Legislature, the snow day provision of this agreement shall be adjusted to comply with current legislation. The parties to this Agreement shall meet to facilitate this issue if necessary.

GLOSSARY

1. **Base Salary** - The individual teacher's salary at step per Schedule A plus compensation for advance graduate hours as per Schedule B, Section B.
2. **Immediate Family** - Spouse, foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, brother, sister, stepbrother or stepsister, parent, grandparent, stepfather or stepmother, brother sister, father or mother, son or daughter or your brother or sister, father-in-law, mother-in-law, brother-in-law or sister-in-law.
3. **Vacancy** - A position presently unfilled; a position currently filled, but which will be open in the future; or a new position that is currently not in existence.
4. **Seniority** - The length of continuous service in the bargaining unit(s) as a teacher employed by the Thornapple Kellogg Board of Education.
5. **Certification** - As defined by the Department of Education of the State of Michigan.

CALENDAR

1991-92 School Year

August

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

September

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

October

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

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

185 1/2 TEACHER DAYS 182 STUDENT DAYS

- | | |
|--------------------|--------------------------|
| SCHOOL BEGINS | August 27 |
| LABOR DAY BREAK | August 30 - September 2 |
| THANKSGIVING BREAK | November 28 - December 1 |
| CHRISTMAS BREAK | December 21 - January 5 |
| MID-WINTER BREAK | February 17 |
| SPRING BREAK | April 3 - April 12 |
| MEMORIAL DAY BREAK | May 25 |
| SCHOOL ENDS | June 10 |

INSERVICE DAYS August 26 (1/2 day), three additional days will be scheduled.

CALENDAR

1992-93 School Year

August

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

September

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

October

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

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

185 1/2 TEACHER DAYS 182 STUDENT DAYS

SCHOOL BEGINS	September 1
LABOR DAY BREAK	September 4 - September 7
THANKSGIVING BREAK	November 26 - November 29
CHRISTMAS BREAK	December 23 - January 3
MID-WINTER BREAK	None
SPRING BREAK	April 2 - April 11
MEMORIAL DAY BREAK	May 31
SCHOOL ENDS	June 11

INSERVICE DAYS August 31 (1/2 day), three additional days will be scheduled.

CALENDAR

1993-94 School Year

August

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

September

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

October

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

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

185 1/2 TEACHER DAYS 182 STUDENT DAYS

SCHOOL BEGINS	August 31
LABOR DAY BREAK	September 3 - September 6
THANKSGIVING BREAK	November 25 - November 28
CHRISTMAS BREAK	December 23 - January 2
MID-WINTER BREAK	February 21
SPRING BREAK	April 1 - April 10
MEMORIAL DAY BREAK	May 30
SCHOOL ENDS	June 10

INSERVICE DAYS August 30 (1/2 day), three additional days will be scheduled.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY _____
Association Chief Negotiator

BY _____
Board Chief Negotiator

BY _____
Association Negotiator

BY _____
Board Representative

BY _____
KCEA/MEA/NEA President

BY _____
Board Representative

Other members of the Association are:
are:

Other members of the Board

Dated the _____ day of _____, 1991

