

AGREEMENT  
BETWEEN  
THORNAPPLE KELLOGG BOARD OF EDUCATION  
AND  
THORNAPPLE KELLOGG EDUCATION ASSOCIATION  
2009 - 2010

THORNAPPLE KELLOGG SCHOOLS

TEACHER MASTER AGREEMENT

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This Agreement is entered into by and between the Board of Education of Thornapple-Kellogg School District, Middleville, Michigan, hereinafter called the "Board," and the Kent County Education Association (through its local affiliate the Thornapple Kellogg Education Association)/Michigan Education Association/National Education Association, (KCEA/TKEA/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 School 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, as 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

#### Recognition

- (A) The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 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 counselors, certified librarians, school psychologists, social workers, speech or hearing therapists, school nurses, and teachers of the home bound or hospitalized, who are employed by the Thornapple Kellogg School District Board of Education.

Excluded from the unit are full and part-time supervisory, executive or administrative personnel, Director of Finance & Operations, athletic director, Special Education Director, 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 from the unit 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, 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) The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- (D) School Psychologists, Social Workers, and School Nurses shall not be construed to be teachers under the Tenure Act of Michigan.
- (E)
  - 1. The probationary period will be as proscribed by the Tenure Act for certified teachers. Those not covered by the terms of the Tenure Act, will serve a probationary period of up to two (2) years, if they have satisfactorily completed a four (4) year probationary period in another Michigan public school district. Otherwise, the probationary period will be four (4) years.
  - 2. Following satisfactory completion of the probationary period, non-tenured personnel will be provided full rights and benefits in accordance with this master contract.
  - 3. All probationary personnel covered by this contract will be notified of the nonrenewal of contract under the following procedure:
    - a. Notification of unsatisfactory evaluation and contract nonrenewal by their immediate supervisor will be made in writing as stated in Article 15.
    - b. Appeal of the immediate supervisor's recommendation may be made to the Superintendent within 14 calendar days if the employee feels that he/she has been dealt with unjustly. The Superintendent will render a written decision within 5 working days.
    - c. The Board is obligated to provide the employee an opportunity to meet with not less than a majority of the Board to hear reasons why the employee's contract should be renewed.

Final action will be taken by the Board no later than 60 calendar days prior to the end of the school year, or anniversary date, where



applicable. All decisions of the Board will be final throughout the employee's probationary period and will not be subject to the grievance procedure.

## Article II

### Recognition of Rights of the Board

- (A) The term "Board" when used in this Agreement shall refer to the Board of Education of the Thornapple Kellogg Schools, its officers, agents and administrators. 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 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 United States.

### Article III

#### Association and Teachers Rights

- (A) Pursuant to the Michigan Public Employment Relations Act (PERA), 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.

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 PERA Act 336 of 1947 as amended or other laws of Michigan or the Constitutions of Michigan and the United States.

The Board further agrees 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 bargaining with the Board, the 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.
- (D) 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.
- (E) 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.

#### 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, unless authorized by law, i.e. P.A. 112 of 1994.

To the extent any proposed element of the district's school improvement plan conflicts with the terms of this Agreement, the identified provisions will be subject to

renegotiations at the request of the Board or the Association. Any amendments to this 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.

The individual teacher's base salary is defined as the step on Schedule A in addition to the compensation for advanced graduate hours.

- (B) There are three levels of pay for extra work that is done outside the teacher's work hours and not provided for in Appendix A. If there is any question on which level will be paid, the Administration and TKEA will meet to decide on the appropriate level.

1. a. For extra work not provided in Appendix A outside of scheduled work days which is requested by the administration that has the teacher doing more than just attending or participating at a conference (i.e. grant writing, serving as a trainer or facilitator for staff development activities, curriculum development), the teacher shall be entitled to compensation at .07% of the BA base salary per hour.

b. For extra work requested by the administration which is not compensated for in Appendix A which is outside of scheduled work days (i.e. workshops, training sessions, staff development, conferences), the teacher shall be entitled to compensation at the rate of \$60.00 per day.

This Section will not apply to time teachers spent during the normal teaching day or to conferences or meetings where the teacher has requested to attend.

c. The teacher is performing a continuation of his/her duties beyond the normal school calendar year at the request of administration (i.e. Counselors scheduling students during the summer). These teachers shall be paid at his/her per diem rate.

2. Should it be necessary to use presently employed teachers to fill in for absent teachers during his/her preparation period, he/she shall be compensated at the rate of .06 of the BA base salary/hour for a six hour day and .055 of the BA base salary/period for a seven period day.

Should elementary teachers be asked to take classes normally covered by special teachers, i.e. music, physical education, and library, they shall be compensated in accordance with Section B-2.

3. Time spent by new teachers with mentors, and in the 15 days of professional development activities will not require additional compensation.
- (C) The Association and the Board shall negotiate the school calendar which shall be included in Appendix C. Should circumstances arise requiring re-consideration of this provision, they will be processed in accordance with Article 17 (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 shall have the option of receiving their salary payments in 21 equal bi-weekly payments or 26 equal bi-weekly payments. The District will pay over 26 equal bi-weekly payments if the teacher does not notify the business office of the 21 payment option by August 15 each year. In addition, the 26 or 21 payment option will remain in effect for the entire school year.
  - (G) The following provisions will apply to act-of-God days:
    1. Teachers shall not be required to report on act-of-God days. In the event the district is not required to make up the day by the state, teachers will be compensated for the day.

In the event that the district is required to make up the day by the state, the teachers will not receive additional compensation.
    2. 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.
    3. In the event of late starts and early dismissals, the provisions of Section 1 above will apply.

On days when school is canceled after teachers have arrived, teachers will be dismissed after the completion of student supervision responsibilities.
    4. In the event that the State of Michigan minimum standard day provision is changed by the Michigan legislature, the snow day (Act-of-God) 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.

## 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 five (5) minutes after the regular student day ends.

It is further agreed that teachers may leave the building at the student's 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.

- (D) A flexible schedule with a period before or after the normal school day shall be allowed under this agreement. All such assignments shall be voluntary.

The Superintendent or designee and the President of the Thornapple Kellogg Education Association will meet as needed to review flexible teacher scheduling. Both parties must agree to a change in the work schedule of the teacher and the change.

The normal teaching load for a teacher involved in a flexible work schedule will be consistent with Article 7 (Teaching Loads Assignments). In addition to the daily teaching responsibilities scheduled by the principal, a quality educational program requires daily preparation and the performance of the duties normally associated with the teaching profession.

## Article VII

### Teaching Loads and Assignments

- (A) Certified teachers shall be defined as teachers who have earned a valid teaching certificate according to State Certification requirements. Teacher certification will meet the "highly qualified" requirements of the State of Michigan's compliance

with the Federal government's No Child Left Behind (NCLB) regulations. Priority will be given to the employment of those applicants who possess the qualifications for full time certification as established by the Michigan Department of Education and NCLB.

A teacher who has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by Thornapple Kellogg Schools for the duration of his/her employment. If the rules related to "highly qualified" under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

1. The normal weekly teaching load for full-time secondary teachers will be thirty (30) hours of classroom instruction or supervised study hours and will include 5 preparation periods to be used as prescribed.
  - a. High School
    1. When block scheduling is operative at the high school, the normal weekly teaching load for full-time high school teachers will be five (5) teaching assignments, five (5) preparation periods and a seminar/advisory assignment.
    2. When the trimester schedule is operative at the high school, the normal weekly teaching load for full-time high school teachers will be four (4) teaching assignments and five (5) preparation periods.
  - b. Middle School
    1. When teaming is operative at the middle school, the normal weekly teaching load for full-time middle school teachers assigned to an academic team will be five (5) teaching assignments, five (5) team planning periods, five (5) personal preparation periods, and an advisory assignment. Team planning time will be used for grade level, subject area, or team meetings.
    2. When teaming is operative at the middle school, the normal weekly teaching load for full-time middle school teachers not assigned to an academic team will be six (6) teaching assignments, five (5) personal preparation periods, and an advisory assignment.
2. The normal weekly teaching load for full-time elementary teachers will be thirty (30) hours of classroom instruction.

The preparation periods for elementary teachers refers to those times when students are not in class (i.e. recess, etc.). When special subjects (i.e. physical education, music and library) are being provided as part of the

curriculum, elementary teachers will also use as preparation periods, those times in which their students are receiving services. There will be 200 minutes for each full instructional week for full-time elementary teachers. An attempt will be made to organize the schedule to provide for forty (40) minute continuous blocks each day.

Elementary teachers may work 45 minutes either before or after school twice a month, for a total of 16, during the school year as scheduled with the building principal. This time is preparation time for the teacher. These elementary teachers shall receive two (2) additional personal days.

In case the specials course teachers are absent, the administration will secure substitutes. If an elementary teacher must substitute in the absence of a specialist teacher, they will be compensated as provided under Article 5(B) (2).

Elementary teachers will rotate recess supervision under a plan which will be devised and implemented at the building level.

3. Preparation periods may be used for preparation work for class; consultation with parents or students; committee work and library work.
  4. School hours will not be used for non-professional work or union work without the principal's permission.
  5. The teachers will be expected to be present in their building at all times during working hours, unless excused by the building principal.
  6. No departure from these norms, except in case of emergencies shall be authorized without prior consultation with the Association.
- (B) 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 or their major or minor field of study, except as may be authorized by law.
- (C) 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. If a change in enrollment or staffing occurs during the summer teachers affected by a change in assignment will be consulted and notified by their principal as soon as practical and prior to August 1<sup>st</sup>.
- (D) In the event any provision of this Agreement restricts the Board in terms of meeting the required number of instructional hours or days established by the State of Michigan, the parties will meet to negotiate the necessary adjustments in the contract to guarantee compliance.



Article VIII

Teaching Conditions

- (A) 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.
- (B) 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<br>second thru fifth     | 28 pupils  |
| 3. | Special classes for<br>students with disabilities | 15 pupils* |

\*Parties shall negotiate if state rules change

- |    |   |           |
|----|---|-----------|
| 4. | Class size for secondary level (grades 6-12): |           |
|    | Social Studies )                              | 30 pupils |
|    | English )                                     |           |
|    | General Education )                           |           |
|    | Mathematics )                                 |           |
|    | Science )                                     |           |
|    | Language )                                    |           |
|    | Business )                                    |           |
|    | Health-Nutrition )                            |           |
|    | Principles of Technology I & II)              | 24 pupils |
|    | Drafting )                                    |           |
|    | Digital Media I and II)                       | 28 pupils |
|    | MS Technical Education                        | 20 pupils |
|    | Woods   | 22 pupils |
|    | Art Education                                 | 27 pupils |
|    | MS Art Education                              | 25 pupils |
|    | Physical Education                            | 40 pupils |
|    | MS Physical Education                         | 35 pupils |

MS Exploratory	25 pupils
MS Computers	25 pupils

[Middle School (MS) teachers teaching 6 periods will have class sizes based on a 7 period day.] See Appendix K

- (C) Administration will work in conjunction with the TKEA President to establish appropriate class size designation after new classes are formed and prior to the class beginning. Overload compensation are as follows:
1. When these elementary class standards are exceeded, the teacher of the class shall be compensated for each additional student assigned at the rate of \$4.00 per day for each student that exceeds the standard class size.
  2. When these secondary standards are exceeded, the teacher shall be compensated for each additional student per class period at the rate of \$4.00 per week.
  3. When these standards are exceeded for Middle school teachers teaching 6 periods, the teacher shall be compensated for each additional student per class period at the rate of \$3.35 per week.
  4. Overload amounts at the High School will be calculated on the 8<sup>th</sup> day of the semester/trimester and shall be paid retroactively to the first day. Overload pay requirements begin on the day of overage at the elementary and middle school.
  5. The District will make reasonable efforts to avoid assigning overloads to employees new to teaching during their first year.
  6. Reimbursement for excess membership under the terms of this Article shall be made not later than the pay period following submission of the request. Requests for reimbursement should be submitted within twenty (20) working days after the end of each semester.
- (D) The Board recognizes 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 recognizes 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 made 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) 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 email. No vacancy shall be filled during the school year on a permanent basis until such vacancy shall have been posted for at least seven (7) work days. From June 1 to August 1, the posting period shall be ten (10) business days. All vacancies will be added to the Job Postings folder on the District's email. Any faculty member interested in an opening during the summer may leave self-addressed stamped envelopes in the main office for notification.

Vacancy is defined as 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.

- (B) Any teacher may apply for such vacancy. The application must be made in writing and filed at the Superintendent's office. In filling a non-administrative 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 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.
- (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 9.
- (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 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 11 days per year.

- (B) Any teacher who is absent because of an injury or disease compensatable under the Michigan Worker's Compensation Act shall receive from the Board the prorated difference between the allowance under the Act 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) Any 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) Any teacher with two or more years of employment in the district who has exhausted his/her cumulative sick leave, 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 according to Association policy and guidelines. 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, a teacher who has completed 15 consecutive years in the Thornapple Kellogg School District shall receive payment for his/her accumulated sick leave as follows (with a maximum of \$6,250): \$35/day for 75 days or less; if more than 75 days accumulated, \$50/day.

A teacher shall not be entitled to this payment if he/she is entitled to longevity pay pursuant to Appendix A, Section B-4.

- (B) Any bargaining unit member 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 11.

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 to the end of the first year's leave of absence.

Extensions shall be at the will of the Board. Upon return from an extended leave of absence of more than one year, the teacher will be assigned to a vacancy for which he/she is qualified. If there are no vacant positions available, the teacher will be assigned to a position held by a non-tenured teacher for which he/she is certified and qualified. If such a position is not available, the teacher shall be placed on lay-off status.

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.

Immediate family is defined as the teacher's spouse, foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, stepbrother or stepsister, parent, grandparent, stepfather or stepmother, brother, sister, half brother or half sister, father-in-law, mother-in-law, brother-in-law or sister-in-law.

2. a. Personal days -- a teacher shall be granted four (4) full or eight (8) half days per year, non-accumulative, for personal use. The teacher shall provide a three (3) day notice in writing to the principal. Notice of less than three (3) days with teachers showing cause will be subject for approval by the administration. The building principal shall inform the teacher, whenever possible, if the personal day is rejected within two days of request or the personal day shall be approved.

Not more than two (2) teachers shall be absent from any elementary building at any time, not more than three (3) teachers shall be absent from the middle school at any time, and not more than four (4) teachers from the high school at any time, unless approved by the building principal under the above clause.

- b. A teacher who has accumulated thirty (30) sick days and has used all of his/her personal days for the year, shall be able to exchange one (1) sick days for one (1) personal day. A teacher may use this provision no more than twice in any school year.
- c. The district reserves the right to schedule up to a total of six (6) additional hours per year for orientations, open houses or other activities.

For each three (3) such hours scheduled, the affected teachers will receive one-half additional day of personal business under Article 13 (B) (2) (a). The use of such days will be subject to the limitations and procedures set forth therein. If the teacher does not use the additional personal business time by the end of the school year, the additional personal business time will be added to the teacher's individual sick leave accumulation.

3. Bereavement Leave - A teacher shall be allowed up to five (5) days per incident when his or her absence is required due to the 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.

A teacher shall be allowed up to two (2) days per incident with up to an additional three (3) days which may be administratively approved in the event of the death of an 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 one (1) day shall be allowed in the event of the death of other relative or friend.

Additional absence may be approved 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. Up to three (3) days whenever a teacher is subpoenaed to attend any non-school related proceeding.
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 birth and/or child care leave must be applied for as follows:
  - a. Full year leave at least thirty (30) days before the end of the school year.
  - b. Partial year leave at least thirty (30) days before the leave is to take effect.
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.
6. FMLA Leaves. A notice of FMLA rights is included as Appendix D. The leave provisions of this contract shall be construed consistently with the Family Medical Leave Act, and its rules and regulations.
7. For employees taking maternity leave, sick leave may be used for the first six (6) weeks after birth, eight (8) weeks if cesarean section. After this period, all leave days shall be unpaid unless a medical condition warrants additional sick leave days.



- (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 year's 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.

The term of the leave shall coincide with the contract year. Six months notice is to be given of intent to return. If there are no vacant positions available, the teacher will be assigned to a position held by a non-tenured teacher for which he/she is certified and qualified. If such a position is not available, the teacher shall be placed on lay-off status.

- (F) Pursuant to Section 380.1235 of the MICHIGAN 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.

- (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.

The term of the leave shall coincide with the contract year. Six months notice is to be given of intent to return. If there are no vacant positions available, the teacher will be assigned to a position held by a non-tenured teacher for which he/she is certified and qualified. If such a position is not available, the teacher shall be placed on lay-off status.

- (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. However, this leave of absence shall not be available to a teacher to serve as a member of the State Legislature. Term of leave shall coincide with the contract year. Six months' notice is to be given of intent to return. If there are no vacant positions available, the teacher will be assigned to a position held by a non-tenured teacher for which he/she is certified and qualified. If such a position is not available, the teacher shall be placed on lay-off status.
- (J) Upon return from an approved leave of less than one year, under this Article, a teacher shall be assigned to his/her former position, if available, or a substantially equivalent position.

#### Article XIV

##### Insurance Protection

- (A) The Association agrees to work with the Administration to help contain rising health insurance costs.
- (B) The Board will provide and pay the premium cost for The Michigan Education Special Service Association Group Hospital, Medical Insurance (MESSA/ PAK A Blue Cross Choices II) to all teachers and their dependents who qualify for such protection. Teachers may select either MESSA-PLAN A insurance option (MESSA Super Care I) or MESSA PLAN B (Choices II) but selection of MESSA PLAN A with the Super Care I option, shall result in the teacher paying the difference between the straight or "ala carte" rates of the Super Care I plan and the MESSA Choices II plan for the teacher's appropriate converge level (single, 2-person or full family). The teacher may elect to pay their share of employee group insurance via a section 125 plan during open enrollment. (The teacher shall begin paying this portion once an open enrollment period has been held and the teacher selects Plan A over Plan B. This shall be held as soon as possible by the district when Choices II becomes available.)

Prescription Drug Coverage – Beginning January 1, 2008, the Association (TKEA) agrees to move to the MESSA \$10/\$20 prescription drug plan. The District agrees to provide a reimbursement pool of \$30,000/year for the combined use of TKEA and TKESP.

1. Once the MESSA \$10/20 prescription drug plan begins, the staff member shall be responsible for the first \$175.00 (Full Family) out-of-pocket prescription drug expenditures. When the aforementioned deductible is met, the staff member shall provide copies of receipts (names of drugs shall be retracted for privacy reason) establishing the out-of-pocket expenditure. Thereafter, the District agrees to reimburse staff members for all out of pocket expenditures.
2. In the event that the reimbursement pool is depleted, the parties agree to meet and negotiate additional money to the pool. Up to an additional

\$12,000/year will be made available to add to the reimbursement pool by the District if it is required.

3. If the reimbursement pool is completely depleted, the staff shall be responsible for all out-of-pocket prescription drug reimbursement costs up to \$500.00 (Full Family Maximum). The parties further agree that there will be no MAC ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement.

**Reimbursement shall occur quarterly on the following schedule.**

Receipts submitted by:	Reimbursement paid by:
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year, for prescription drug deductible purposes, shall be September 1 – August 30.

- (C) Upon submission of a written application, the Board agrees to provide each full-time employee (teacher) and his/her dependents with the following options.

Plan A for employees needing health insurance

MESSA Super Care I – XVA – 2	\$5/\$10 drug card (7/1/07– 12/31/07), \$10/\$20 drug card ( <b>effective 1/1/08</b> ) \$100/\$200 deductible (effective July 1, 2004)
Long Term Disability	66.67% \$5,000 maximum 90 calendar days - modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	90/90/80 Class 1, 2, & 3 annual maximum \$2,500. 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho. 50/50/50 coordination of benefits Class 1, 2 & 3 annual maximum \$2,500. 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho.
Negotiated Life	\$50,000
AD & D	\$50,000
Vision	VSP-2

Plan B for employees needing health insurance

100% of the premium costs for MESSA Care Choices II

	\$5/\$10 drug card (7/1/07 – 12/31/07) \$10/\$20 drug card ( <b>effective 1/1/08</b> ) \$100/\$200 deductible
Long Term Disability	66.67% \$5,000 maximum 90 calendar days - modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	90/90/80 Class 1, 2, & 3 annual maximum \$2,500. 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho. 50/50/50 coordination of benefits Class 1, 2 & 3 annual maximum \$2,500. 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho.
Negotiated Life	\$50,000
AD & D	\$50,000
Vision	VSP-2

Plan C for employees not needing health insurance

Long Term Disability	66.67% \$5,000 maximum 90 calendar days - modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	90/90/80 Class 1, 2 & 3 annual maximum \$2,500. 50% Class 4 – ortho lifetime maximum \$3,000, includes adult ortho. 50/50/50 coordination of benefits Class 1, 2 & 3 annual maximum \$2,500. 50% Class 4, ortho lifetime maximum \$3,000, includes adult ortho.
Negotiated Life	\$50,000
AD & D	\$50,000
Dependent Life	\$2,000

AD & D Dependent	\$2,000
Vision	VSP-3

\$175 per month in cash under a qualified cafeteria plan.

- (D) Health care protection shall be provided for a full twelve-month period for each employee (teacher) who completes a full academic year of employment, except coverage for retirees shall end June 30, commencing June 30, 2002, and coverage for new hires shall commence September 1, 2001.
- (E) 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 provided they fall within the criteria for single, two-party or full family premiums. (Note: clarifies current procedures)
- (F) 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.
- (G) A dependent care benefit (limit established by law) and flexible spending plan (maximum up to \$3,000.00) will be available.

#### Article XV

#### Teacher Evaluation & Files

##### A. EVALUATION

The Board and Association recognize that evaluation is an important tool for recognizing satisfactory performance, and maintaining and improving the quality of the District's instructional programs.

The evaluation process will utilize the current forms and procedures established in this contract to promote a developmental system of benefit to the teacher's professional growth, and the educational process.

All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

##### B. EVALUATOR

The evaluator(s) shall be an administrator employed by the Board, who possesses educational certification.

By October 1<sup>st</sup> of the school year in which the teacher will be evaluated, the teacher will be informed of who the evaluator(s) will be. Teachers, whose first day of work is after October 1, will be informed within 20 working days after their first day of work.

## C. EVALUATION FREQUENCY

### 1. PROBATIONARY TEACHERS

Probationary teachers shall be formally evaluated each year of probation.

On or before October 1<sup>st</sup>, each probationary teacher to be evaluated that school year shall be provided with a copy of the Teacher Performance Standards (Appendix E). Those probationary employees whose first day of work is after October 1<sup>st</sup> will receive their copy within twenty (20) working days after their first day of work.

Probationary teachers who have completed one (1) year of probationary service shall receive an Individualized Development Plan, IDP, (Appendix H). The IDP shall be developed by the evaluator in consultation with the probationary teacher. The IDP shall be developed after the Summative Evaluation is completed, by October 1 or twenty (20) work days after the teacher's first day of work, WHICHEVER IS LATER. If a probationary teacher's Summative Evaluation is less than satisfactory, the IDP shall be developed before the end of that school year.

Probationary teachers will be observed in a classroom or work site setting at least twice per year, with at least 60 calendar days between the first and last observation. At least one observation will be scheduled in advance by mutual agreement.

A final summative evaluation will be completed by the last day of work prior to Spring Break, but not later than April 1. The evaluator's recommendation regarding contract renewal shall be discussed.

A probationary teacher will be defined as any teacher who has not acquired tenure within the Thornapple Kellogg School system or those teachers who cannot acquire tenure (e.g. social workers) will serve a probationary period of two or four years as any other teacher.

### 2. TENURED TEACHERS

Tenured Teachers who have completed the probationary period shall be formally evaluated once every three (3) years, using the forms and procedures described herein. More frequent evaluations may occur at the request of the evaluator or teacher.

On or before October 1<sup>st</sup>, each tenured teacher to be evaluated that school year shall be provided with a copy of the Teacher Performance Standards (Appendix E).

Tenured teachers will be observed in a classroom or work site setting at least twice during the formal evaluation process. At least one observation

will be scheduled in advance by mutual agreement. A final summative evaluation shall be provided no later than the second Friday in May.

For the purposes of evaluation process, teachers who cannot acquire tenure (e.g. social workers) shall be considered in the tenured category when they have had a probationary period equivalent in length to teachers who have acquired tenure.

#### D. EVALUATION CYCLE

An evaluation cycle shall consist of the following:

1. a pre-observation conference (prior to the first observation);
2. classroom, or work site observation(s) in case of non-classroom teachers;
3. post observation conference;
4. a final summative evaluation and conference.

##### 1. PRE-OBSERVATION CONFERENCE

To begin the evaluation cycle, the evaluator shall hold a pre-observation conference with the teacher, to discuss the expectations in the Teacher Performance Standards and provide a tentative schedule for the evaluation cycle.

##### 2. OBSERVATIONS (Classroom and/or work site)

All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Where feasible, it is recommended that observations of a classroom or work site extend for at least thirty (30) consecutive minutes.

If there is any video taping or audio recording with teacher's permission, such as for teacher self-improvement, the tape shall remain the property of the teacher. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance devices shall be strictly prohibited.

##### 3. POST OBSERVATION CONFERENCE

The administrator who has observed the teacher shall hold a conference with the teacher within fifteen (15) working days of each observation that exceeds 30 minutes. When need for improvement is noted, written suggestions shall be provided to the teacher at this conference. (On the negotiated form – Appendix L)

#### 4. FINAL SUMMATIVE EVALUATION

The final summative evaluation shall be prepared by the primary evaluator of the teacher.

A final summative evaluation conference shall be held within 15 school days of the last observation but no later than April 1 in the case of a probationary employee, or the second Friday in May in the case of a tenured or non-probationary employee.

A copy of the written evaluation (Appendix F) shall be submitted to the teacher at the time of this conference. 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, he/she may put his/her objections in writing and have them attached to the evaluation report of the evaluator to be placed in his/her personnel file.

A tenured teacher or non-probationary employee who is rated unsatisfactory overall in the final summative evaluation may request another administrator to provide a second (i.e., additional) evaluation during the following year.

#### E. INDIVIDUALIZED DEVELOPMENT PLAN FOR TENURED/ NONPROBATIONARY EMPLOYEES

If an Individualized Development Plan (IDP) is deemed necessary by the evaluator, or requested by the tenured or nonprobationary employee, the evaluator, with input from the teacher/nonprobationary employee, shall develop an IDP (Appendix G). (The IDP satisfies the Tenure Act IDP requirement for tenured teachers.)

The Plan will:

1. identify the specific area(s) that need improvement;
2. state the measurable or observable area(s) to improve;
3. develop a workable timeline for improvement that includes follow-up dates for observations and other appropriate deadlines;
4. provide strategies, resources, and assistance available to the employee in making improvements.

#### F. TIMELINES

When either the employee's or evaluator's absence of more than five (5) consecutive working days, due to unforeseen circumstances, affects a contract timeline, the evaluator, in consultation with the Superintendent and Association President, may extend the timeline equal to the number of days absent.



## G. SUBJECT TO GRIEVANCE

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this agreement may be grieved.

## H. FILES

Each teacher shall have the right, upon reasonable advance notice, to review his/her personnel file, and may do so in the presence of an Association representative. A teacher will be given the opportunity to file a response to any material in his/her personnel file(s), and the response shall be made a part of the said file(s).

No material may be destroyed or removed from the teacher's file without the presence of the teacher and/or the teacher's representative. The teacher may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Superintendent or designee.

## I. FREEDOM OF INFORMATION ACT (FOIA) REQUEST

If the District receives a FOIA request for a teacher's file, the teacher shall be notified of the request, and shall receive a copy of it. Before the District responds to the request, the teacher and/or Association may review the materials the District believes it must provide in response to the FOIA request. If the teacher indicates that he/she will challenge the intended disclosure, the Board will take the maximum time permitted by the FOIA before it responds. The Board will cooperate where feasible and intends to exempt from disclosure file materials that may be exempted.

## J. GENERAL PROVISIONS

If a teacher is asked to sign any materials, including those that may go into his/her file, such signature shall be understood to indicate his/her awareness of the material, but the signature shall not be interpreted to mean agreement with the content of the material.

Note: An evaluation tool will be negotiated for Itinerant staff and Counselors by September 30, 2009.

Appendices:

Appendix E	Teacher Performance Standards
Appendix F	Teacher Evaluation
Appendix G	Individualized Development Plan
Appendix H	Probationary IDP
Appendix L	Post Observation Summary Form

## 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 shall provide the teacher with an initial conference with a qualified lawyer who can advise the teacher of his/her rights.
- (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. Reasonable assistance means the Board will provide an attorney to discuss the facts of the particular situation, but not require the filing of a lawsuit or the presence of an attorney at any proceeding unless the action complained of was within the scope of the Teacher's employment. The Board will also provide any legal defense available under its existing insurance coverages in such circumstances.
- (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 (7) days after the complaint is made known to the Board 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 held individually liable by the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property.
- (H) 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. The parties agree that investigatory interviews should be conducted in a reasonably prompt fashion. In the event that the investigatory process could lead to discipline, Administration will inform the member of his/her right to have a representative of the Association present. The teacher shall make every reasonable attempt not to postpone a request for an investigatory interview to obtain representation. In cases where immediate attention is required, the Association will make a representative available; the Board shall provide advance notice to the Association that representation may be needed.

- (l) 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.

Nonrenewal of probationary teachers will be conducted in accordance with Article 1.

## 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 17(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 services 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 or word processed grievance, using the form in Appendix I, 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 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 or word-processed grievance, using the form in Appendix I, 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. A grievance may be filed after this time limitation as long as meetings have occurred to solve the situation. The grievance shall be considered as waived if eight (8) working days have passed between meetings.

- (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. The designated representative of the Board shall render a decision within five (5) working days. 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 schedule a meeting with the grievant and/or Association and shall render a decision within ten (10) working days of receipt of the grievance. If the grievance is submitted directly to the Superintendent, the same time lines shall apply.

- (D) If the decision of the Superintendent 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 within thirty (30) working days after receipt of the Superintendent's decision, before an impartial arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.

Following the submission of the demand to arbitrate, either party may request mediation of the grievance through the Michigan Employment Relations Commission.

Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed.

The authority of the arbitrator is subject to the following provisions:

1. The arbitrator shall have no power to alter, modify, add to, or subtract, from the provisions of this Agreement.
2. 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 School Code or any other laws.
3. 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.
4. The arbitrator shall have no power to interpret state or federal law.
5. Grievances involving demotion or discharge of a tenured teacher shall be arbitrable only on the following conditions:
  - a. The teacher does not file a claim of appeal of Board action pursuant to the Michigan Teachers' Tenure Act, as amended;
  - b. Within twenty (20) days after receiving notice of Board action, Teacher files with the Board a written election to submit the matter to final and binding arbitration rather than proceed with an appeal to the Tenure Commission;

- c. No arbitration hearing shall be held until after the teacher's time for invoking rights under the Tenure Act has expired without such rights being invoked. Following a timely written election, such a grievance may be processed pursuant to the expedited arbitration rules of AAA at the request of either the employee or the Board.
  - d. This procedure is not intended to be and should not be construed as a waiver of teacher's rights under the Tenure Act. It is only intended to give a teacher an opportunity to elect an alternate, but not an additional, method to contest certain Board actions. Consequently, if at any time a teacher elects to exercise rights under the Tenure Act, grounds for grievance and an arbitrator's jurisdiction no longer exists.
6. Grievances involving EEO claims shall be arbitrable only if the employee signs a written election to submit such claims to final and binding arbitration. The written election shall be in a form acceptable to the Board and shall include a knowing and voluntary waiver of rights to pursue such claims in state and federal court and in any other forum (e.g., MDCR, OCR, EEOC). The written election must be filed within thirty (30) days after receipt of the Superintendent's decision. Following a timely written election, such a grievance may be processed pursuant to the expedited arbitration rules of AAA at the request of either the employee or the Board.

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.

- (E) If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated. The matter, penalty and remedy for a wrongful penalty shall be left to the full discretion of the arbitrator.
- (F) Each party shall pay its own cost for attorneys fees and witnesses. All costs of the arbitrator shall be paid by the losing party. In case of a compromise decision, the arbitrator shall indicate a fair distribution of costs.
- (G) 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.

- (H) 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) Seniority, shall be the defined as the length of continuous service with the Thornapple Kellogg Schools, 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.

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.

In the event a teacher is promoted into an administrative position and later returns to the unit, the teacher will be given seniority credit for time spent in both the teaching and administrative capacities. Those administrators originally hired in an administrative capacity who have not served time in the bargaining unit, will not be given credit for seniority purposes for the time spent prior to originally accessing the bargaining unit.

- (B) The term, certification, is defined as approved by the Michigan Department of Education.
- (C) 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.
- (D) Sections A and B above shall apply to K-6 teachers, and Sections A, B, C shall apply to 7-12 teachers when a necessity exists for reducing the staff.

- (E) The Board 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.
- (F) The parties hereto, realizing the education, curriculum and staff to a large degree depend upon the economic resources available to the Board 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 according to certification and qualification.
    - c. Tenure teachers, first according to seniority and second according to certification and qualification as defined in A, B, C, and D above.
- (G) 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.
- Individual teachers affected by the layoff list will be notified by certified return receipt mail by June 20th.
- (H) For the purpose of layoff, due to lack of funds, teachers will receive at least 20 days advanced notice.
- (I) Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified.
- The recall list shall be maintained by the Board for a period not to exceed three (3) years. Thereafter, a teacher shall lose the right to recall.
- (J) 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 75% 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 5:00 a.m. for secondary teachers and 6:00 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) 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.
- (E) 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.
- (F) 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.
- (G) Should the Board desire to have bargaining unit members serve as master teachers pursuant to Section 1526 of the Michigan School Code, the Board shall meet to negotiate over the implementation of such procedures.
- (H) 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.
- (I) 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.

- (J) Each building shall schedule Parent/Teacher Conferences for a total of 18 hours for the school year.

## Article XXI

### Agency Shop and Payroll Deductions

- A. All teachers shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The Teacher may authorize payroll deduction for such fee. In the event that the Teacher shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association, after meeting with the employee. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Teacher. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Any Teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administration Procedures. Payroll deductions shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher.
- D. Eligible employees may make contributions to the District's 403(b) tax-sheltered annuity plan by payroll deduction to be invested with an authorized investment provider in accordance with the Letter of Agreement (Appendix M) entered into

between the District and the Association. As stated in the Letter of Agreement, MEAFS will be one of the investment providers, and the District will withdraw from the Consortium if MEAFS is removed from the list.

- E. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- F. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  - 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article. If this indemnification provision is determined to be unenforceable, the Board's obligation to make involuntary wage deductions shall cease, and the parties shall meet to negotiate the impact of such determination.

## Article XXII

### Job Sharing

- (A) Job sharing is defined as a teacher initiated employment arrangement where two (2) currently employed teachers, through a job share proposal, have agreed to share one (1) full-time position in a manner which meets the educational objectives of the school and the district and has the approval of the Principal and the Superintendent or designee.
- (B) Two teachers desiring to share a teaching position shall make written application by March 1, on the form attached as Appendix J, to the Building Principal and the Superintendent or designee. Such application shall include a written proposal

regarding hours of work, methods of communications, job duties, meetings, in-service, conferences, and the division of responsibilities and shall be reviewed by the Building Principal. The Superintendent shall meet with the applicants to discuss their proposal and thereafter make his/her decision granting or denying the application in writing within twenty (20) school days of the meeting. Job share assignments are at the discretion of the Superintendent and as such, are not subject to the grievance procedure.

- (C) Job sharing partnerships will be limited to no more than two partnerships in each building.
- (D) As defined by the Master Agreement, no job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said teacher(s) or the association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the refusing teacher.
- (E) All parent contact sessions, such as open houses and parent/teacher conferences must be attended by both teachers, or as assigned by the principal.
- (F) For the continuity of instruction, if a teacher has a planned absence, the other job share participant is expected to fulfill the responsibility, if possible. When this occurs, the teacher will be paid, at the highest rate of sub pay. In the event of an unscheduled absence, the other teacher will be called first to substitute and is expected to assume this responsibility, if possible.
- (G) A leave of absence without pay shall not be available to one (1) teacher unless (1) the other teacher agrees to assume the position full-time, or, (2) an acceptable alternative is available, or, (3) the employee is disabled.
- (H) Teachers will share the budget, capital outlay, furniture, etc. that would normally be assigned to one teacher.
- (I) Teachers will be paid at the rate of 50% of a full-time contract at the appropriate step and will advance one step on the salary schedule for every year of job sharing.
- (J) When the job sharing arrangement is terminated, the partner who formerly held the position retains the same. The other partner shall be assigned according to the seniority and other applicable provisions of the collective bargaining agreement.
- (K) The Board and teacher reserve the right to terminate a job sharing situation by giving notice on or before March 1, to be effective at the end of the school year.

- (L) While it may not be possible for the school to assure that all special classes will be scheduled in an equitable manner, every reasonable attempt to do so will be made.
- (M) Fringe benefits are as described in the collective bargaining agreement for part-time employees (Article 14, Section F).

Article XXIII

Duration of Agreement

This Agreement shall be effective upon ratification by the parties and shall continue in effect until 11:59 p.m. the day prior to the beginning of school in the Fall of 2010.

This Agreement shall not be extended orally and it is expressly understood it shall expire on the date and time indicated.

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Board President

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KCEA President

APPENDIX A  
SALARY SCHEDULE

(A) 2009-10 1.9% on base

Eliminated ½ steps – any member on a ½ step will be moved up to the next respective step.

(B) Longevity pay

1. Longevity pay shall be paid at the start of the teacher’s 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. Although approved unpaid leaves will not be construed as a break in continuous service, longevity credit will not be earned during such periods. Except as set forth in Article 19 (I Paragraph 2), a layoff will not constitute a break in continuous service and longevity credit will not be earned during such periods. Longevity pay is based on Step 1 of the BA salary schedule and is already factored into the published salary schedule. The longevity pay shall be as follows:

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+30
15	6%	6%	8%	8%
20	6%	6%	8%	8%
25	6%	6%	8%	8%

2. Teachers who were hired before November 1 shall be entitled to longevity pay at the beginning of their 15<sup>th</sup> year of continuous service.
3. Following the completion of 14 years of continuous service, teachers, who were hired after November 1, but before the second semester begins, shall receive longevity pay beginning the second semester of the school year immediately following his/her date of hire. Following the completion of 14 full years of continuous service, teachers, who were hired after the second semester will be eligible for longevity pay at the beginning of the next school year.
4. If a teacher has accumulated more than 150 sick days they will be entitled to additional longevity pay. This longevity pay is paid to the teacher for saving the district money by saving sick days during his/her tenure in the district. The longevity pay shall be as follows:

Sick Days	Longevity Pay
150-174	\$6,500
175-199	\$7,250
200-224	\$8,250
225 - 249	\$9,250
250+	\$10,250

(C) The following fundamental principles shall be applied to the salary schedule:

1. This schedule is intended to cover all teachers as defined in Article I (Recognition).
2. The amount of training for teaching will divide teachers into groups.
  - a. Qualified teachers with a bachelors degree.
  - b. Qualified teachers with a masters degree
  - c. Qualified teachers with additional graduate credits and advanced degrees.
3. The amount of experience in the teaching field will determine the steps along the scale from a minimum to a maximum salary.
  - a. Experience in the Thornapple Kellogg School system will count at its full value.
  - b. All teachers shall be given up to and including 2 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 during periods of layoff will be given full credit for teaching experience and professional training in placement on the salary schedule.

4. The amount of service expected to be rendered to the Thornapple Kellogg School system will mean additional consideration in some cases.

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.

(D) Additional considerations beyond the basic salary schedule:

1. The Board has adopted a payroll resolution authorizing teachers to purchase service credit or repay retirement contributions previously withdrawn on a tax deferred basis in accordance with IRS and MPSERS rules. Interested teachers should contact the Business Office for details.
2. Early Retirement - Any employee may receive early retirement under the following conditions:
  - a. 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.

- b. 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.
  - c. 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



Thornapple Kellogg School  
2009/2010 Salary Schedule

Step	BA/BS	BA/BS+18	MA/MS	MA/MA+30
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1	\$38,270	\$ 39,418	\$40,949	\$ 43,628
2	39,992	41,140	43,054	45,733
3	41,714	42,863	45,159	47,838
4	43,436	44,584	47,264	49,942
5	45,159	46,307	49,369	52,047
6	46,881	48,029	51,473	54,152
7	48,603	49,751	53,578	56,257
8	50,325	51,473	55,683	58,362
9	52,047	53,195	57,788	60,466
10	53,960	55,109	59,893	62,571
11	56,257	57,405	61,997	64,676
12	58,553	59,701	64,676	67,355
13	60,850	61,997	67,355	70,034
14	63,145	64,294	70,034	72,713
15	65,442	66,590	73,095	75,775
20	67,738	68,886	76,157	78,836
25	70,034	71,182	79,219	81,898

## APPENDIX B

### EXTRA DUTY

All extra duty positions shall be posted with the Association.

A qualified staff member shall be hired for an extra duty position before an equally qualified or less qualified non-staff member.

After a team/club etc is run for two years without being a part of this Agreement, the parties shall negotiate and add the team/club to this Agreement before the 3<sup>rd</sup> year for the team/club.

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

1.	Non-Athletic	1-2 %	3-4 %	5-6 %
A.	High School			
1.	Band Director	13	14	15
2.	Jazz Director	4	4	4
3.	Choir	5	6	7
4.	Flag Corp Advisor	2	2	2
5.	Play	4	5	6
6.	Musical	5	6	7
7.	Class Advisors 11-12	4	4	4
8.	Class Advisors 9-10	3	3	3
9.	Annual	5	6	7
10.	School Paper	3	4	5
11.	Debate	5	6	7
12.	Forensics	4	5	6
13.	Tutorial Program, Testing Out, Credit Recovery	.07/hr	.07/hr	.07/hr
14.	Science Olympiad (2)	4	4	4
15.	Quiz Bowl	2	3	4
16.	Close Up Advisor	2	3	4
17.	Student Council Advisor (2)	3	3.5	4
18.	National Honor Society	2	3	4
19.	Voc Ed Director	5	5	5
20.	SADD Advisor	2	3	4
21.	French Club	2	3	3
22.	BPA	2	3	3

B. Middle School

1.	Band Director	6	7	8
2.	Class Advisors 7-8	3	3	3
3.	Annual	2	3	4
4.	Play/Musical	2	3	4
5.	Student Council Advisor (2)	2.5	3	3.5
6.	Science Olympiad (2)	3	3	3
7.	Choir	2	3	3
8.	School Paper	2	3	4
9.	Homework Club	.07/hr	.07/hr	.07/hr
10.	Fitness Club	2	2	2
11.	Art Club	2	2	2

C. Elementary

1.	Odyssey of the Mind (2 per building)	2	2	2
2.	Music evening performance	2	2	2
3.	Chess Club (2)	2	2	2

D. Miscellaneous

1	Building School Improvement Coordinator	2.75	2.75	2.75	
2.	Enrichment Teacher	1.1	1.1	1.1	
3.	Science Olympiad Coordinator	4	4	4	
4.	Odyssey of the Mind Coordinator	4	4	4	
5.	Driver Education	Year	1	2	3
			.065/hr	.07/hr	.075/hr

6. Any faculty member who desires to initiate activities and/or clubs and who believes monetary compensation is in order may submit his/her request, using the form in Appendix B-1, to a committee consisting of the Building Principal, Board member or designee, departmental head and Association Representative for approval to the Superintendent. This Committee shall complete its recommendation within two weeks of the reception of the writer's request from the teacher.

2. Athletic Activities

A.	High School	1-2	3-4	5-6
		%	%	%
1.	Baseball, Softball			
a.	Varsity (V)	11	12	13
b.	Junior Varsity (JV)	8	9	10
c.	Freshman (F)	7	8	9

2.	Boys Basketball, Girls Basketball			
a.	V	16	17	18
b.	JV	10	11	12
c.	F	9	10	11
3.	Fall Cheer Advisor			
a.	V	5	6	7
b.	JV	4	5	6
c.	F	3	4	5
4.	Boys Cross Country, Girls Cross Country			
a.	V	10	11	12
5.	Football			
a.	Head V	16	17	18
b.	Assistant V (3)	10	11	12
c.	Head JV	10	11	12
d.	Assistant JV/F (2)	9	10	11
e.	Head F	9	10	11
6.	Boys Golf, Girls Golf			
a.	V	9	10	11
b.	JV	6	7	8
7.	Bowling			
a.	V	7	8	9
8.	Boys Soccer, Girls Soccer			
a.	V	11	12	13
b.	JV	7	8	9
c.	F	6	7	8
9.	Swimming			
a.	V	13	14	15
b.	Diving	8	9	10
10.	Boys Tennis, Girls Tennis			
a.	V	9	10	11
b.	JV	6	7	8
11.	Boys Track, Girls Track			
a.	V	12	13	14
b.	Assistant V (1 per team)	8	9	10
12.	Volleyball			
a.	V	12	13	14
b.	JV	9	10	11
c.	F	8	9	10

13. Wrestling			
a. V	14	15	16
b. JV	9	10	11
c. JV Asst.	7	8	9
14. Competitive Cheer Coach			
a. V	8	9	10
b. JV	5	6	7

B. Middle School

1. Boys Basketball			
Girls Basketball			
a. 7th Grade, 8th Grade	6	7	8
b. 7 <sup>th</sup> and 8 <sup>th</sup> "B" team	4	5	6
2. Cross Country			
a. Head Coach	6	7	8
3. Boys Track, Girls Track			
a. Head Coach	6	7	8
b. Assistant (1 per team)	4	5	6
4. Volleyball			
a. 7th Grade, 8th Grade	6	7	8
b. 7 <sup>th</sup> and 8 <sup>th</sup> "B" team	4	5	6
5. Wrestling			
a. Head Coach	6	7	8
b. Assistant	4	5	6
6. Competitive Cheer Coach	4	5	6

- (A) All advancement from one step to the next must have the recommendation of the building principal.

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 to clarify his/her position on the evaluation.

- (B) The assignment and reassignments of teachers to compensated extra-duty positions are subject to the following provisions:
1. Any and all positions regarding extracurricular activities are not tenure position, and are yearly appointments.
  2. Appointments shall become binding on the Board and the individual at the time the individual agreement is executed.

3. 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.
  4. At the time of the appointment the individual will be given a copy of the form to be used for his/her evaluation.
  5. 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.
  6. 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) The release of teachers from compensated extra-duty assignment is subject to the following provisions:
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 pro-ration of pay.
- (D) The provisions of this Appendix shall be specifically grievable as provided in Article 18, but shall not be the subject of arbitration.

APPENDIX B-1

THORNAPPLE KELLOGG SCHOOL DISTRICT  
EXTRA DUTY PROPOSAL

Name \_\_\_\_\_ Date \_\_\_\_\_

Description of Proposal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- Number of students who would be involved in this program? \_\_\_\_\_
- Number of weeks this program will last? \_\_\_\_\_
- Days and hours of program operation? \_\_\_\_\_  
(For example, Mon. & Wed. 3:45 – 4:45)
- Location (building and room) being requested? \_\_\_\_\_  
\_\_\_\_\_
- Your qualification for operating this program? \_\_\_\_\_  
\_\_\_\_\_
- Materials/equipment needed? \_\_\_\_\_  
\_\_\_\_\_
- Program cost? \_\_\_\_\_

-----  
Office Use only

Request approved \_\_\_\_\_ Denied \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administrator's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's signature

\_\_\_\_\_  
Date

**APPENDIX C**

**THORNAPPLE KELLOGG SCHOOLS**  
**2009/2010 TEACHER CALENDAR/STUDENT CALENDAR**

		<b>Teacher Days</b>	<b>Student Days</b>
September	1 – Professional Development Day/Kick-Off 2 – Professional Development Day 3 – Professional Development (a.m.) Open houses and Orientations (p.m.) 8 – 1 <sup>st</sup> Day of School	20	17
October	23 – No School for Students 23 – Professional Development Day District-wide PD	22	21
November	25-27 No School District-wide – Thanksgiving	18	18
December	Dec. 21-Jan 3 – No School District-wide Winter Break	14	14
January	4 – School Resumes 18 – No School for Students Professional Development – HS, Page, Lee Records Day – MS, McFall	20	19
February	15 – No School for Students Professional Development District-wide	20	19
March	12 – No School for Students Professional Development – MS, McFall Records – HS, Page, Lee	23	22
April	2 –11 No School District-wide – Spring Break 12 – School Resumes	16	16
May	31 – No School District-wide – Memorial Day	20	20
June	10 – ½ Student Day (a.m.) & Full Staff Day 11 – ½ Student Day (a.m.) 11 – ½ Day for Staff (a.m.)	8.5	7 full days 2 half-days
P/T Conf. Days		181.5 + 3	0
	<b>Total Days for Year</b>	<b>184.5</b>	<b>174</b>

The calendar for the 2009-2010 school year shall be similar to prior years. The parties shall meet to negotiate the calendar by April 1<sup>st</sup> of the previous school year. If the Kent County Common Calendar changes, the parties shall negotiate to change the calendar to be as close to the common calendar as possible.



## APPENDIX D

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division



## APPENDIX E

### THORNAPPLE KELLOGG SCHOOL DISTRICT TEACHER PERFORMANCE STANDARDS

#### Planning & Preparation

- A. Demonstrating Knowledge of Content and Pedagogy
  - 1. Teacher displays solid content knowledge.
  - 2. Teacher's plans and practices reflect understanding of relationships among topics and concepts.
  - 3. Instructional practices reflect current research on best pedagogical practice.
  
- B. Demonstrating Knowledge of Students
  - 1. Teacher displays thorough understanding of typical developmental characteristics of age group.
  - 2. Teacher displays solid understanding of the different approaches to learning that different students exhibit.
  - 3. Teacher displays knowledge of students' skills and knowledge.
  - 4. Teacher displays knowledge of the interests or cultural heritage of groups of students.
  
- C. Selecting Instructional Goals
  - 1. Instructional goals are clear and permit viable methods of assessment.
  - 2. Goals are suitable for students in the class.
  - 3. Goals reflect several different types of learning and opportunities for integration.
  
- D. Demonstrating Knowledge of Resources
  - 1. Teacher is fully aware of resources throughout the school district and in cooperation with the district will provide equitable access for students.
  - 2. Teacher selects appropriate instructional materials in accordance with school and district policies.
  
- E. Designing Coherent Instruction
  - 1. Learning activities are suitable to students and instructional goals and activities reflect recent professional research.
  - 2. Materials and resources support the instructional goals.
  - 3. Instructional groups are varied, as appropriate to the different instructional goals.
  - 4. The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.

#### F. Assessing Student Learning

1. Assessment criteria are clear and have been clearly communicated to students.
2. Teacher uses assessment results to plan for individuals and groups of students.

### The Classroom Environment

#### A. Creating an environment of Respect and Rapport

1. Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect.
2. Student interactions are generally polite and respectful.

#### B. Establishing a Culture for Learning

1. Teacher conveys genuine enthusiasm for the subject.
2. Teacher insists on work of high quality.
3. Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.

#### C. Managing Classroom Procedures

1. Tasks for group work are organized, and groups are managed so most students are engaged at all times.
2. Transitions occur smoothly, with little loss of instructional time.
3. Routines for handling materials and supplies occur smoothly, with little loss of instructional time.
4. Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time.
5. Volunteers and/or paraprofessionals are given clear directives.

#### D. Managing Student Behavior

1. Standards of conduct are clear to all students.
2. Teacher is alert to student behavior at all times.
3. Teacher response to misbehavior is appropriate.

#### E. Organizing Physical Space

1. The classroom is safe, and the furniture arrangement is a resource for learning activities.
2. Teacher uses physical resources skillfully, and learning is equally accessible to all students.

### Instruction

#### A. Communicating Clearly and Accurately

1. Teacher directions and procedures are clear to students.
2. Teacher's spoken and written language is clear and correct and appropriate to students' age.

#### B. Using Questioning and Discussion Techniques

1. Teacher's questions are appropriate. Adequate time is available for students to respond.

2. Classroom interaction represents relevant discussion.
  3. Teacher attempts to engage all students in the discussion.
- C. Engaging Students in Learning
1. Representation of content is appropriate and links well with students' knowledge and experience.
  2. Activities and assignments are appropriate to students and students are cognitively engaged in them.
  3. Instructional groups are productive and appropriate to the instructional goals of a lesson.
  4. Instructional materials and resources are suitable to the instructional goals.
  5. The lesson has a clearly defined structure around which the activities are organized.
  6. Feedback is relevant and is provided in a timely manner.
- D. Demonstrating Flexibility and Responsiveness
1. Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.
  2. Teacher accommodates students' questions or interests.
  3. Teacher persists in seeking approaches for students who have difficulty learning.

### Professional Responsibilities

- A. Reflecting on Teaching
1. Teacher continuously evaluates the results of teaching and revises accordingly.
  2. Teacher makes specific suggestions of what he/she might do to improve effectiveness.
- B. Maintaining Accurate Records
1. Teacher's system for maintaining information on student completion of assignments is effective.
  2. Teacher's system for maintaining information on student progress in learning is effective.
- C. Communicating with Families
1. Teacher provides relevant and timely information to parents about the instructional program.
  2. Teacher communicates with parents about students' progress and is available to respond to parent concerns.

D. Contributing to the School and District

1. Support and cooperation characterize relationships with colleagues.
2. Teacher volunteers to participate in school and/or districts events and projects.

E. Growing and Developing Professionally

1. Teacher seeks opportunities for professional development.
2. Teacher participates in assisting in the development of educators.

F. Showing Professionalism

1. Teacher is active in serving students
2. Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.
3. Teacher maintains an open mind and participates in team or departmental decision making.
4. Teacher presents a professional appearance and demeanor.
5. Teacher deals with students, parents, colleagues in an honest and forthright manner.
6. Teacher maintains ethical standards.
7. Teacher follows district policies, rules, regulations, and master agreement.
8. Teacher seeks resolution to problems through designated channels.
9. Teacher supports total school program.
10. Teacher supports student and parent needs.

## APPENDIX F

### THORNAPPLE KELLOGG SCHOOL DISTRICT SUMMATIVE TEACHER EVALUATION FORM

Teacher: \_\_\_\_\_ Date of Hire: \_\_\_\_\_  
Building: \_\_\_\_\_ Status: Tenure: \_\_\_\_\_  
Probationary: Year \_\_\_ of \_\_\_\_  
Pre-Conference Date: \_\_\_\_\_

Observation Date(s): \_\_\_\_; \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

#### Criteria for Evaluation

This evaluation document describes the teacher’s overall teaching performance. Each section will have written comments supporting the conclusions made by the evaluator. If any section is rated unsatisfactory, an individualized development plan (IDP) will be developed.

#### Planning & Preparation

##### A. Demonstrating Knowledge of Content and Pedagogy

1. Teacher displays solid content knowledge.
2. Teacher’s plans and practices reflect understanding of relationships among topics and concepts.
3. Instructional practices reflect current research on best pedagogical practice.

##### B. Demonstrating Knowledge of Students

1. Teacher displays thorough understanding of typical developmental characteristics of age group.
2. Teacher displays solid understanding of the different approaches to learning that different students exhibit.
3. Teacher displays knowledge of students’ skills and knowledge.
4. Teacher displays knowledge of the interests or cultural heritage of groups of students.

##### C. Selecting Instructional Goals

1. Instructional goals are clear and permit viable methods of assessment.
2. Goals are suitable for students in the class.
3. Goals reflect several different types of learning and opportunities.

##### D. Demonstrating Coherent Instruction

1. Teacher is aware of resources available through the school or district and knows how to gain access for students.

##### E. Designing Coherent Instruction

1. Learning activities are suitable to students and instructional goals and activities reflect recent professional research.
2. Materials and resources support the instructional goals.
3. Instructional groups are varied, as appropriate to the different instructional goals.
4. The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.

##### F. Assessing Student Learning

1. Assessment criteria are clear and have been clearly communicated to students.
2. Teacher uses assessment results to plan for individuals and groups of students.

S	NI	U	NA

Comments: \_\_\_\_\_

The Classroom Environment

- A. Creating an environment of Respect and Rapport
  - 1. Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect.
  - 2. Student interactions are generally polite and respectful.
- B. Establishing a Culture for Learning
  - 1. Teacher conveys genuine enthusiasm for Learning
  - 2. Students accept teacher insistence on work of high quality and demonstrate pride in that work.
  - 3. Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.
- C. Managing Classroom Procedures
  - 1. Task for group work are organized, and groups are managed so most students are engaged at all times.
  - 2. Transitions occur smoothly, with little loss of instruction time.
  - 3. Routines for handling materials and supplies occur smoothly, with little loss of instructional time.
  - 4. Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.
  - 5. Volunteers and/or paraprofessionals are productively and independently engaged during the entire class.
- D. Managing Student Behavior
  - 1. Standards of conduct are clear to all students.
  - 2. Teacher is alert to student behavior at all times.
- E. Organizing Physical Space
  - 1. The classroom is safe, and the furniture arrangement is a resource for learning activities.
  - 2. Teacher uses physical resources skillfully, and learning is equally accessible to all students.

S	NI	U	NA

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Instruction

- A. Communicating Clearly and Accurately
  - 1. Teacher directions and procedures are clear to students.
  - 2. Teacher’s spoken and written language is clear and correct and appropriate to students’ age.
- B. Using Questioning and Discussion Techniques
  - 1. Teacher’s questions are of high quality. Adequate time is available for students to respond.
  - 2. Classroom interaction represents true discussion.
  - 3. Teacher successfully engages all students in the discussion.
- C. Engaging Students in Learning
  - 1. Representation of content is appropriate and links well with students’ knowledge and experience.
  - 2. Activities and assignments are appropriate to students and students are cognitively engaged in them.
  - 3. Instructional groups are productive and appropriate to the instructional goals of a lesson.
  - 4. Instructional materials and resources are suitable to the instructional goals.
  - 5. The lesson has a clearly defined structure around which the activities are organized.
  - 6. Feedback is consistently high quality and is provided in a timely manner.

S	NI	U	NA

- D. Demonstrating Flexibility and Responsiveness
1. Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.
  2. Teacher accommodates students' questions or interests.
  3. Teacher persists in seeking approaches for students who have difficulty learning.


Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Professional Responsibilities

- A. Reflecting Teaching
1. Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it is achieved its goals.
  2. Teacher makes specific suggestions of what he/she might do to improve effectiveness.
- B. Maintaining Accurate Records
1. Teacher's system for maintaining information on student completion of assignments is effective.
  2. Teacher's system for maintaining information on student progress in learning is effective.
- C. Communicating with Families
1. Teacher provides frequent information to parents about the instructional program.
  2. Teacher communicates with parents about students' progress and is available to respond to parent concerns.
- D. Contributing to the School and District
1. Support and cooperation characterize relationships with colleagues.
  2. Teacher volunteers to participate in school and/or districts events and projects.
- E. Growing and Developing Professionally
1. Teacher seeks opportunities for professional development.
  2. Teacher participates in assisting in the development of other educators.
- F. Showing Professionalism
1. Teacher is active in serving students
  2. Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.
  3. Teacher maintains an open mind and participates in team or departmental decision making.
  4. Teacher presents a professional appearance and demeanor.
  5. Teacher deals with students, parents, colleagues in an honest and forthright manner.
  6. Teacher maintains ethical standards.
  7. Teacher follows district policies, rules, regulations, and master agreement.
  8. Teacher seeks resolution to problems through designated channels.
  9. Teacher supports total school programs.
  10. Teacher supports student and parent needs.

S	NI	U	NA

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



OVERALL PERFORMANCE (select only one):

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Unsatisfactory

RECOMMENDATION (select only one):

\_\_\_\_\_ Continued Employment      \_\_\_\_\_ Continued Employment with Individual Development Plan

\_\_\_\_\_ Dismissal

Teacher \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Administrator \_\_\_\_\_ Date \_\_\_\_\_  
Signature

The teacher's signature indicates that he/she has received a copy of this evaluation and does not mean either approval or disapproval of its contents. The teacher has the right to attach letter of dissent to this document if desired.

- S - Satisfactory**
- NI - Needs Improvement**
- U - Unsatisfactory**
- NA - Not Applicable**



3. Develop a workable timeline for improvement that includes follow-up dates for observations and other appropriate deadlines.

4. The following strategies, resources, and assistance are available to assist the employee in making the improvements to the areas identified in #1 and #2 above.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**APPENDIX H**

**THORNAPPLE KELLOGG SCHOOL DISTRICT**

**INDIVIDUALIZED DEVELOPMENT PLAN  
PROBATIONARY TEACHER**

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Building \_\_\_\_\_

Position \_\_\_\_\_

School Year \_\_\_\_\_

Date of Hire \_\_\_\_\_

Probationary Year: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

Probationary teachers who have completed one year of probationary service shall receive an Individualized Development Plan (Appendix C) at the beginning of the evaluation process. This plan shall be developed by the appropriate administrator in consultation with the teacher. The IDP that follows represents the minimum performance expectation for the teacher.

Goal One:

Purpose of Goal:

Teacher Plan:

Goal Two:

Purpose of Goal:

Teacher Plan:

Goal Three:

Purpose of Goal:

Teacher Plan:

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

The IDP was developed in consultation with me.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**APPENDIX I**

**THORNAPPLE KELLOGG EDUCATION ASSOCIATION  
PROFESSIONAL GRIEVANCE REPORT**

Grievance #: \_\_\_\_\_

Copies to: Teacher, Principal/Supervisor, Association, Superintendent

Name of Grievant \_\_\_\_\_ Building \_\_\_\_\_

Date of alleged occurrence \_\_\_\_\_

**Step I Informal discussion** Date \_\_\_\_\_

Administration Signature \_\_\_\_\_

Association Signature \_\_\_\_\_

**Step II Principal (or immediate supervisor)**

A. Statement of grievance: **Attached**

Contract Articles(s)/Section(s) Violated: **Attached**

Relief sought: **Attached**

Date \_\_\_\_\_

Signature of Grievant/Association \_\_\_\_\_

B. Disposition by principal/Supervisor: **Attached**

Date \_\_\_\_\_

Signature of Principal/Supervisor \_\_\_\_\_

C. Position of Grievant and/or Association: **Attached**

Date \_\_\_\_\_

Signature of Grievant/Association \_\_\_\_\_

**Step III Superintendent Level**

A. Date received \_\_\_\_\_

Date of Superintendent meeting \_\_\_\_\_

## APPENDIX J

### THORNAPPLE KELLOGG SCHOOL DISTRICT JOB SHARE PROPOSAL

Teacher\_\_\_\_\_

Date\_\_\_\_\_

Teacher\_\_\_\_\_

Position\_\_\_\_\_

Building\_\_\_\_\_

School Year\_\_\_\_\_

This written application shall be made by March 1<sup>st</sup> of each year to the building principal and the superintendent or designee.

Please explain how you will address each of the following:

1. Hours of work:

2. Methods of communication with parents, each other, and principal:

3. Job Duties:

- Supervision (recess/bus)

- Planning Times

- Staff Meetings

- Records' Day

- In-service/Staff Development Days
  
- Open House
  
- Parent-teacher Conferences
  
- Reports Cards
  
- Child Study Referrals and Team Meetings
  
- Instruction of Curriculum

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date



## APPENDIX K

The parties agree that the following provisions will apply if a seven period day is reinstated at secondary level:

1. When these secondary standards are exceeded, in a seven period day, the teacher shall be compensated for each additional student per class period at the rate of \$3.35 per week.

2. Class size for a seven period day

Social Studies	)	
English	)	
General Education	)	25 pupils
Mathematics	)	
Science	)	
Enrichment	)	
Foods*	)	25 pupils
Industrial Arts	)	
Explore. Design	)	20 pupils
Art	)	25 pupils
Physical Education	)	35 pupils

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX L**

**THORNAPPLE KELLOGG SCHOOLS**

**Post Observation Summary**

Name: \_\_\_\_\_ Building \_\_\_\_\_

Class: \_\_\_\_\_ Period: \_\_\_\_\_

Observation Date: \_\_\_\_\_

Description of Session \_\_\_\_\_

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Observation Comments \_\_\_\_\_

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Recommendations \_\_\_\_\_

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\_\_\_\_\_  
Administrator Signature                      Date

\_\_\_\_\_  
Employee Signature                      Date

\*Signatures indicate both parties have read this document and have received a copy.

## **APPENDIX M**

### **LETTER OF AGREEMENT**

**Between**

**Thornapple Kellogg Public Schools**

**And the**

**Thornapple Kellogg Education Association**

**And the**

**Thornapple Kellogg Educational Support Personnel Association**

Re: West Michigan Benefits Consortium Section 403(b) Tax-Sheltered Annuity Base Plan Document and KISD Section 403(b) Adoption Agreement.

NOW COMES the Thornapple Kellogg Public Schools ("District") and the Thornapple Kellogg Education Association and the Thornapple Kellogg Educational Support Personnel Association ("Associations"), and said parties do hereby agree to the following:

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. The Plan Document shall allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Timely and regular notice of administration rule(s) changes, modifications, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration shall be communicated to the participants and the Associations. Any changes to the adoption agreement shall require a 60-day advance notice to the Association.
5. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as administratively feasible and in no event later than the time limits imposed under the Plan Document and the Internal Revenue Code.
6. The Board agrees that any such TPA services as may be required to administer 403(b) products, shall be at no direct cost to the bargaining unit member.

7. The Plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.

8. The Wildcard vendors as mutually agreed to by the District and the Associations shall be; GLP & Associates, Fidelity Group, AXA Equitable, Ameriprise Financial, and Twentieth Century. All vendors listed must sign an Information Sharing/Service Agreement with the MRIC by January 1, 2009 or they will be dropped from the list. The Parties agree that there shall be no change to these named vendors without the mutual consent of the association.

9. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b) program.

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Kevin McGee  
TKEA President

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Don Haney  
Board President

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Laurie O'Dell  
TKESP President

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Gary Rider  
Superintendent

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Marc Lester  
TKEA PN Chair

---

Christine Marcy  
Director of Finance & Operations

---

Cindy Brooks  
TKESP PN Chair

**LETTER OF UNDERSTANDING  
JOB DESCRIPTIONS**

**BETWEEN  
THE THORNAPPLE KELLOGG EDUCATION ASSOCIATION  
AND  
THE THORNAPPLE KELLOGG BOARD OF EDUCATION**

Job descriptions shall be provided upon request to employees. Job descriptions shall contain job title, a summary of assigned responsibilities, qualifications, and may describe the essential functions of the position. Job descriptions shall not be modified or created without providing the Association at least sixty (60) days to provide input before implementation.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# LETTER OF AGREEMENT

## KENT INTERMEDIATE SCHOOL DISTRICT AND \_\_\_\_\_ EDUCATION ASSOCIATION

In conjunction with the Special Education Services Agreement entered into between \_\_\_\_\_ School District ("Local Districts") and the Kent Intermediate School District ("Kent ISD"), effective August 1, 2004, the \_\_\_\_\_ Education Association ("Association") and the Kent ISD agree to the following:

1. All special education personnel transferred from the Local District to the Kent ISD pursuant to the Special Education Services Agreement ("Transferred Personnel") will continue to be unit members only in the Local District's bargaining unit.

2. The Kent ISD agrees to sign and adhere to the Local District's collective bargaining agreement as a joint employer with the Local District for the Transferred Personnel.

3. All terms and conditions of employment of any Transferred Personnel shall continue to be governed by the collective bargaining agreement between the Local District and the Association. Beyond the changes identified in this Letter of Agreement, the addition of the Kent ISD as a joint employer of the Transferred Personnel and a signatory to Association's bargaining agreement with the Local District shall not operate to change the wages or other terms and conditions of employment as established in the Local District's bargaining agreement.

4. Transferred Personnel will not be covered by nor entitled to any benefits, rights, privileges or responsibilities under the collective bargaining agreement between the Kent ISD and KCEA/KIEA which covers solely the ISD's professional staff.

5. The Association acknowledges that the Kent ISD, as a joint employer of Transferred Personnel, shall act as the fiscal agent of those employees and shall be solely responsible for the payment of wages to and insurance benefit premiums for the Transferred Personnel. The compensation of any Transferred Personnel will be in accordance with the terms of the Collective Bargaining Agreement with the employee's Local District, except Kent ISD may adjust the timing of payments and similar procedural issues to coordinate with its pay cycles.

Kent Intermediate School District      \_\_\_\_\_ Education Association      Kent County Education Association  
By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN  
THE THORNAPPLE KELLOGG EDUCATION ASSOCIATION  
AND  
THE THORNAPPLE KELLOGG BOARD OF EDUCATION**

**No Child Left Behind (NCLB)**

**The above named parties do hereby agree to the following provisions regarding the Elementary and Secondary Act (ESEA) / No Child Left Behind Act of 2001**

**If implementation of the above named act has an impact on wages, hours, or other terms and conditions of employment, the Board and the Association agree to negotiate any changes.**

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EDUCATION ASSOCIATION**

BY \_\_\_\_\_  
Association Chief Negotiator

BY \_\_\_\_\_  
Association President

BY \_\_\_\_\_  
KCEA/MEA/NEA President

BY \_\_\_\_\_  
KCEA/MEA/NEA Uniserve Director

**BOARD OF EDUCATION**

BY \_\_\_\_\_  
Board Chief Negotiator

BY \_\_\_\_\_  
Board Representative

BY \_\_\_\_\_  
Board Representative

Dated the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_