

8/31/91

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

of the

CEDAR SPRINGS PUBLIC SCHOOLS

and the

KENT COUNTY EDUCATION ASSOCIATION

(KCEA/MEA/NEA)

representing the

CEDAR SPRINGS EDUCATION ASSOCIATION

September 1, 1988-August 31, 1991

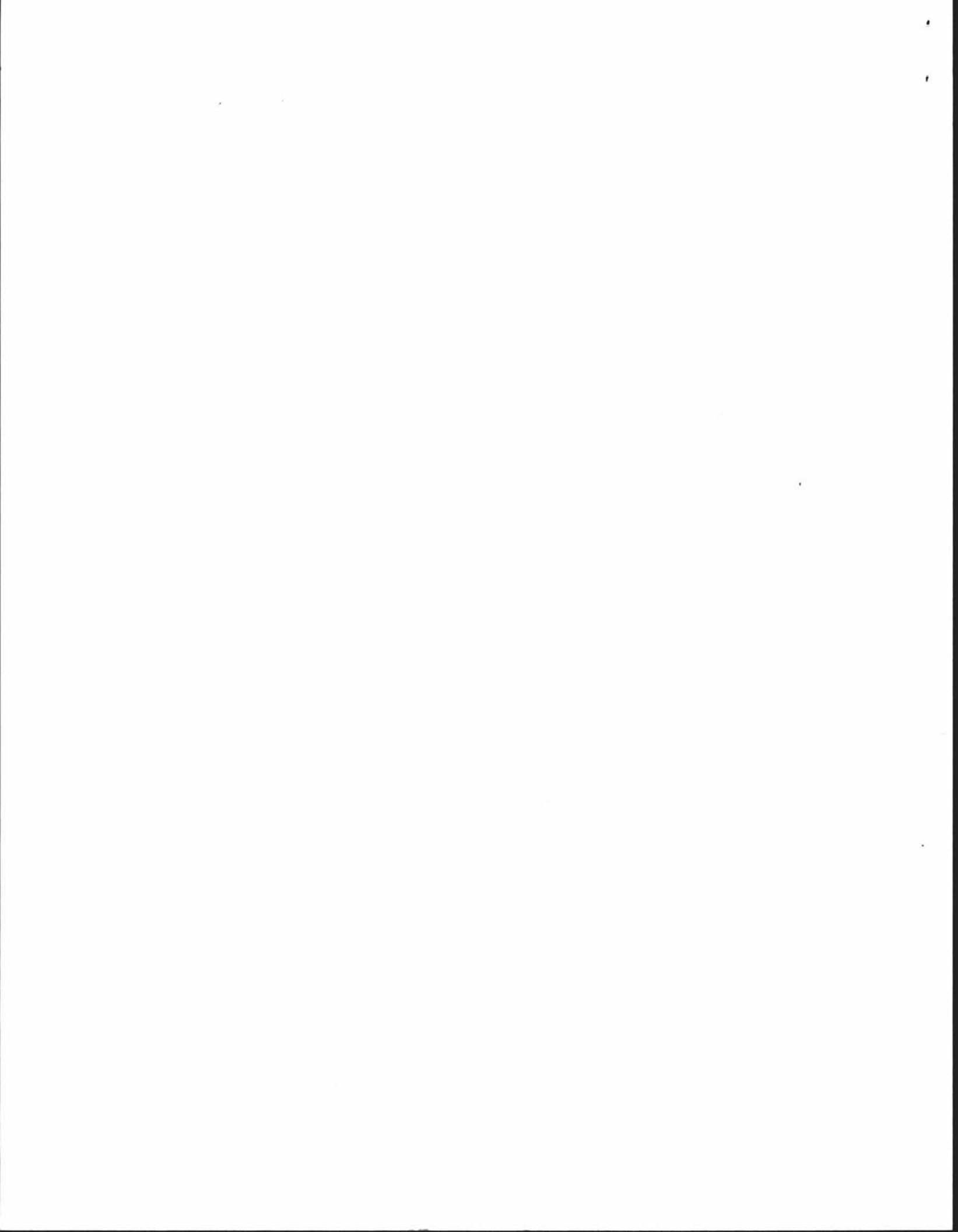
Cedar Springs Public Schools
Cedar Springs, MI 49319

Cedar Springs Public Schools



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A G R E E M E N T

This Agreement is entered into this 1st day of September, 1988, by and between the Board of Education of Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, hereinafter called the "Board", and the Kent County Education Association, (KCEA/MEA/NEA) hereinafter called the "Association", which is affiliated with the Michigan Education Association hereinafter called the "MEA", and also affiliated with the National Education Association, hereinafter called the "NEA".

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section Eleven of Act 379 of the Michigan Public Acts of 1965, for all certified professional employees including full-time and regular part time personnel such as classroom teachers, speech pathologists, social workers, psychologists, guidance counselors, librarians, permanent substitutes, special education personnel, hereinafter referred to by the term "teachers", and shall include any new positions created during the life of this Agreement, provided its function is liking to, similar or approximately equal to any position herein recognized, as determined under the rules of the Michigan Employment Relations Commission.

Excluded from the unit are per diem substitutes, supervisory, executive personnel and non-teaching personnel such as secretaries, school aides, custodians, maintenance, clerical, school bus and food service employees.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.

C. Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative; professional or lay, whether or not a member. Each party will provide the other, upon written request, satisfactory evidence, such as official minutes or certificate of resolution, of authority so to act.

D. Nothing in this Agreement shall operate retroactively unless expressly so stated.

ARTICLE II

ASSOCIATION RIGHTS

A. Pursuant to Act 379 of the Public Act of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. Further, the Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under his Agreement with respect to any terms or conditions of employment.

B. The Local Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. The Local Association shall, before said use of the school buildings, secure a building use permit. The Local Association may use equipment on premise only when such equipment is not otherwise in use. The Local Association shall reimburse the school for the consumption of any materials and supplies at a reasonable cost.

C. The Association shall have the right to post notices of activities and matters of Association concern in the Teacher's Lounge, and at least one bulletin board shall be provided in each school building for said use. The Association may use teacher mail boxes for communication to teachers.

D. The Board agrees to furnish to the Local Association in response to a reasonable written request, public financial information concerning the district as it relates to teachers, salaries paid thereto, educational background, and other public information that will assist the Local Association in developing intelligent, accurate, informed, and constructive proposals on behalf of the teachers or students. This information may also be necessary for the Local Association to process any grievance or complaint. The Local Association shall pay all reasonable costs incurred by the Board in providing such information to the extent allowed by law.

E. Agency Shop

1. On or before the 30th of September of each year, the local Association shall notify the Board of the amount of annual dues payable by members of the local Association, and the equivalent amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in ten (10) equal installments, as nearly as may be, from the paychecks of all employees who have of that date authorized such deductions. The Board shall promptly remit such amounts to the local Association treasurer.

2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the local Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided above. In event that a teacher shall not pay such service fee directly to the local Association or authorized payment through payroll deduction, as provided in the preceeding article, the Board shall, at the request of the Association, terminate the employment of such teachers. The parties expressed recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

3. The Association in all cases of discharge for violation of this article shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

The procedure in all cases of discharge for violation of this Article shall be as follows: If any teacher to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, the Board shall give such teacher notice that his employment will not be continued after the end of the school year. If the teacher challenges that decision before an agency or court of competent jurisdiction, such teacher's employment will be continued in normal fashion until the end of the school year following the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by any party to the action) upholding such termination.

4. In the event of any action against the Board brought in a court or administrative agency because of its compliance with the agency shop provision of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

a. The Board gives timely notice of such action to the Association; and

b. 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.

c. 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 the agency shop provision, but this does not include any liability for unemployment compensation.

d. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agent.

e. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

f. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE III

TEACHER RIGHTS

A. Nothing contained herein shall be construed to deny or restrict any teacher in the exercise of any rights the teacher may have under the Michigan General School Laws, Tenure Act, or applicable laws and regulations of the State of Michigan.

B. The conditions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, residence, handicap(s) or marital status of any teacher.

C. The teacher shall be entitled to engage in religious or political activities outside of school, and this shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects the personal and professional conduct and performance of the teacher's assigned responsibilities.

D. Materials or complaints that originate after the initial employment of a teacher will not be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with the names of the complaintants, administrative action, and remedy stated. A copy of the complaint shall be given to the teacher, after which the teacher shall be allowed three (3) school days to respond to the complaint before said complaint becomes part of the teacher's personnel file. If there should be unresolved differences related to the complaint, the teacher may follow the grievance procedure defined in this Agreement. The teacher shall acknowledge by signature, after adherence to the aforementioned defined time schedule, his/her awareness of the complaint and the existence of said complaint being placed in his/her file.

E. A teacher shall be entitled to have present a representative of the Association during any disciplinary action, when such action will become part of the teacher's personnel file.

F. No teacher shall be disciplined without just cause.

ARTICLE IV

RIGHTS OF THE BOARD

A. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality foregoing the right, provided that within these rights and responsibilities the Board will not violate the provisions of this Agreement:

1. To the executive management and administrative control of the school system and its properties and facilities.

2. To construct, acquire, and maintain school buildings and equipment.

3. To hire all teachers and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such teachers; and to establish and revise rules pertaining to the conduct of the teachers.

4. To establish educational policy, grades, and courses of instruction including special programs, and provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

ARTICLE V

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears in the judgment of the classroom teacher and building principal, that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will, if proper steps have been taken, relieve the teacher of the responsibilities with respect to such pupil.

B. A teacher may exclude and immediately arrange escort to the principal's office a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, that day, particulars of the incident, which may be in writing. The pupil shall not be returned to the class until after he/she has had consultation with the principal or assistant principal and/or teacher.

C. Any case of assault upon a teacher or malicious damaging or destruction of personal or school property shall be promptly reported to the building principal, the Superintendent and the Board. The Board will provide such assistance as it deems necessary or advisable in connection with the handling of such incidents by law enforcement officials, provided that this provision shall not be construed to mean that the Board will be obligated to provide or bear the cost of legal counsel to any teacher involved in such an incident.

D. Time lost by a teacher in connection with litigation arising out of any incident mentioned in Paragraph C immediately above shall not be charged against the teacher. The Board will reimburse the teachers for any loss, damage or destruction of clothing or personal property from any incident mentioned in Paragraph C immediately above while the teacher is on duty for the school , provided that if the teacher involved is insured against such loss, the Board shall be responsible only to the extent of any deductible involved.

ARTICLE VI

NEGOTIATIONS

A. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. When negotiations are conducted during regular school hours by mutual agreement, released time shall be provided for the Association's negotiator.

D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE VII

TEACHING HOURS

A. It is agreed that the work day of the teachers shall consist of seven (7) hours and five (5) minutes, to include a thirty (30) minute duty free uninterrupted lunch period for grades (6-12) and a thirty-five (35) minute duty free uninterrupted lunch period for grades (1-5). The Kindergarten teachers as a group shall be provided with one (1) full-time aide, if the average student contact time for the Kindergarten teachers, as a group, exceeds five (5) hours, thirty (30) minutes per day. The work day shall be defined as follows:

Grades 6-12	Times
Arrival Time:	7:30 AM
Dismissal Time:	2:35 PM

Grades K-5	
Arrival Time:	8:30 AM
Dismissal Time:	3:35 PM

By mutual consent of the Board and the KCEA the 'arrival time' and 'dismissal time' may be altered to provide programs/courses to students that cannot be provided during the regular school day.

The bell schedule in grades 9-12 shall be as follows:

7:30 am		Teachers Report
8:00 am -	8:56 am	1st Hour
9:00 am -	9:56 am	2nd Hour
10:00 am -	10:55 am	3rd Hour
11:00 pm -	12:26 pm	4th Hour
12:31 pm -	1:56 pm	5th Hour
1:30 pm -	2:26 pm	6th Hour
2:35 pm		Teacher Dismissal

Lunch periods will be adjusted as needed to accommodate the student needs as determined by each building and educational program. In grades (9-12) all class periods shall contain at least fifty-five(55) continuous, unbroken minutes of instruction. All grades (K-8) teachers within a given grade level shall have the same lunch period. Where the alternative to a teacher having the same lunch period as provided above would be the awarding of a partial contract only to the teacher, the affected teacher may waive the above lunch period provision.

B. The normal weekly teaching load in the grades 6-12 will not exceed twenty-five (25) hours of teaching time per week, and each teacher shall have the same five (5) preparation periods assigned per week. Preparation periods shall be devoted to individual students, planning for classes or student activities, classroom management and grading, individual principal/teacher or parent/teacher conferences, teacher evaluation and/or other school related work or activities. Without his/her consent, no teacher shall be assigned to more than twenty-five (25) hours of regular student contact per week including time between classes. Assignment to a supervised study period shall be considered a teaching period for the purpose of this article. If a teacher has begun his/her normal teaching day and is unable to continue his/her teaching duties, an administrator may request another teacher to supervise that classroom during his/her conference period, for that day only. The teacher who does the Supervising is to be paid at the rate of \$15.00 per hour. All personnel must remain in their assigned building during their preparation periods unless their building principal specifically approves their leaving the building. Teachers may leave their assigned building during their lunch period.

C. The normal weekly teaching load in the elementary schools (K-5) shall be maintained, to the extent that scheduling permits, within the framework of twenty-five (25) average hours of student contact time per week. Elementary teachers in grades K through five (5) shall be provided with duty free recess periods when and if recess periods are provided. In addition, elementary teachers may use for preparation all times during which their classes are receiving instruction from various teaching specialists. Preparation periods shall be devoted to individual students, planning for classes or student activities, classroom management and grading, individual principal/teacher or parent/teacher conferences, teacher evaluation and/or other school related work or activity.

D. Teachers of music, art, physical education, librarians, counselors, and all special education teachers shall be provided with relief and preparation time, equivalent to the time of teachers within the building in which they are assigned. Preparation periods shall be devoted to individual students, planning for classes or student activities, classroom management and grading, individual principal/teacher or parent/teacher conferences, teacher evaluation and/or other school related work or activity.

E. Each building principal shall have the option of holding not more than one (1) hour and thirty (30) minutes per month of teacher meetings. Meetings may be held prior to school beginning in the morning or in the afternoon after student dismissal, and shall not exceed forty-five (45) minutes in length. Such meetings need not be included in the normal teacher duty day. Notice of such meetings shall be given to the teachers not less than three (3) days prior to such meeting except in case of emergency.

ARTICLE VIII

CLASS SIZE AND TEACHING CONDITIONS

A. Inasmuch as the teacher-pupil classroom ratio may be an important aspect of an effective educational program and may be related to the quality and volume of a teacher's work, it is agreed that the following limits on class sizes represent desired objectives insofar as practical.

K-2	26(1988), 25(1989), 24(1990) pupils
3-5	28(1988), 27(1989), 26(1990) pupils
6-12	30 pupils

Exceptions to the above ratio include classes in physical education, typing, band, vocal music, study hall, and other large group instruction. (Large group instruction could include leveled reading, math, etc.)

B. If, after November 1, the above mentioned ratios are exceeded by more than two (2) students, the affected teacher(s) shall first meet with the building principal to inform him/her of the class size problem that requires a resolution, and will invoke the the following procedure:

Relief Procedure:

1. The teacher shall communicate with his/her principal to define the problem and to recommend a solution in an attempt to resolve the matter.

2. If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher can request a committee review of the problem in writing to the principal's office. The committee will consist of the building principal, one other Administrator designated by the Board, the affected teacher, and one other teacher designated by the Association. Within five (5) school days of the receipt of such request a committee meeting will be held.

3. In reviewing a class size problem, the committee shall consider the following criteria:

- a. Number of classes being taught by the teacher;
- b. Number of students in each class;
- c. Size of classroom or facility;
- d. Split classes;
- e. Number of students mainstreamed;
- f. Instructional materials and equipment available;
- g. Nature of subject and skills taught, i.e. basic or enrichment
- h. Availability of instructional support staff.

4. The committee shall, by majority vote, recommend to the Superintendent, a solution they deem appropriate from one (1) of the alternative listed below:

- a. Reassignment of the student(s) to another class, grade or facility or
- b. Assignment of a teacher aide, or
- c. Volunteer parental assistance, or
- d. Purchase additional equipment, or
- e. Purchase additional materials, or
- f. Any other solution acceptable to the affected teacher.
- g. Maintain the status quo.

5. Within five (5) school days (elementary level) and within ten (10) school days (middle or senior high level) of receipt of the recommendation of the committee, the Superintendent shall:

- a. Implement the committee decision unless no majority consensus can be reached,
OR
- b. Implement an alternative solution from subparagraph 4 (a-f, inclusive) above.

C. Students who have been tested and screened for special education programs by the school psychologist and who, as a result of such testing, qualify for such programs but cannot be placed due to lack of special class facilities and/or qualified personnel shall be equated for class membership on the following basis:

1. Mentally and/or emotionally handicapped - two (2) class memberships.

2. Physically handicapped - three (3) class memberships.

Students shall be tested for handicaps within forty-five (45) school days after the written referral from the classroom teacher. The Region I Special Education referral procedure will be followed in all cases.

ARTICLE IX

RETIREMENT

A. Severance Pay

Teachers retiring from service with the Cedar Springs Public Schools shall receive a retirement benefit of \$600.00/year for each full year of service to the Cedar Springs Public Schools (part-time teachers shall have a pro-rated benefit based on their part-time service [ex. 1/2 time teachers would receive \$300.00/year of 1/2 time service]) with a maximum benefit of \$18,000, provided that notice of intent to retire is filed in writing by April 1 in advance of the proposed retirement date. In addition, a member will be paid \$15.00 per day of unused sick leave with a maximum of \$3,000. Such benefits shall be paid only once by July 1 in one lump sum to an employee. Should a teacher return to employment in the Cedar Springs Public Schools after such payment, at his/her own request or at the request of the Board of Education, he/she will not be eligible for further severance pay, unless permitted by special Board action.

B. Eligibility

1. To be eligible for benefits under this program, a teacher must have completed a minimum of at least twelve (12) continuous years of service to the Cedar Springs Public School District by July 1 and is immediately enrolled in the Michigan Public School Retirement fund Education and must be eligible for Michigan Retirement Benefits, and
2. is immediately enrolled in the Michigan Public School Retirement Fund, and
3. is scheduled to receive retirement allowance within two (2) months of the date of the last payroll at Cedar Springs Public Schools, and
4. a "Fund Salary Affidavit" form is requested by the employee as supplied by the Michigan Public School Employees Retirement Fund.
5. Should a person receive this benefit and return to employment in the Cedar Springs Public Schools, no further benefit will be paid unless by special action by the Board.
6. Full-time shall be defined as a 100% contract with a minimum of 170 contract days as determined by the Michigan Public School Employees Retirement Fund.

7. All necessary withholding shall be made as required by law but payment shall not be considered an addition to salary and will not be used to increase final allowance as paid by the Michigan Public School Employees Retirement Fund.

8. This offer is non precedent setting and may not be offered in future years beyond this contract. If any portion of this agreement is found to be contrary to law, then those aspects of the program will be considered null and void.

ARTICLE X

SICK LEAVE AND DEATH LEAVE

A. Leave pay from duty up to a total of ten (10) days per year, with the unused portion being accumulative, shall be granted without deduction for salary as follows:

Illness or injury of teacher	Unused accumulation
Illness or injury other than teacher. Additional illness or injury leave days shall be considered by the Board upon written request.	5 days per year
Death leave Additional death leave days shall be considered by the Board upon written request.	5 days per year

B. On or before September 30 of each school year, each teacher may contribute not more than two (2) days of the foregoing sick leave allowance to a common bank to be administered by a committee composed of three (3) Association members and two (2) Administrators. As of the aforementioned date, the accumulation in the bank shall not exceed three hundred (300) days. Teachers who have exhausted their accumulated personal leave allowance and who have been ill for at least two (2) consecutive days may request additional days from the sick bank for themselves only. Sick bank days shall be approved by the above committee upon written request by the teacher if the committee determines that the disability is due to an unusual and/or serious illness or accident. The teacher may be granted not more than the number of days required to recover and to return to teaching from that particular disability. If additional days are needed for any other disability within the same school year, another request must be processed. Sick Bank days provided for herein may not be granted to non-bargaining unit personnel without the express, written consent of the Superintendent.

C. Short Term Maternity Leave. Short term maternity leave shall be allowed any teacher who becomes pregnant, with pay to the extent of the teacher's accumulated leave days, for a period of time that would include the last stage of pregnancy, the child birth period and a reasonable recovery period. Departure and return dates shall be established between the teacher and the Superintendent. A doctor's certificate may be required as evidence of fitness to return to work. Such leave shall be granted upon proper certification of pregnancy by the teacher's physician. A teacher on short term maternity leave shall notify the Superintendent in writing of her intention to return not later than April 1 of the school year immediately preceding the school year in which she desires to return. A position will be available upon return.

D. Any teacher who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the leave from duty benefits herein provided; said partial payments from the Board shall be charged pro-rata against the teacher's accumulated leave days.

ARTICLE XI

PERSONAL AND PROFESSIONAL LEAVES

A. Long Term Child Care Leave. Child care leave, without pay or benefits, will be granted to a teacher, upon written request to the Superintendent, for a period of time no less than the balance of the contract year and not more than two (2) additional semesters following the granting of the leave in accordance with the following provisions:

1. Such leave shall be available to adoptive parents.
2. In the event of the death of the object child of the leave, or for other good cause shown, the leave may be immediately terminated by formal approval of the Board at the written request of the teacher.
3. The teacher shall be guaranteed a position upon return.
4. The long term child care leave may be shortened upon written request of the teacher and formal approval by the Board.

B. Career Enrichment Leave

1. The Board may, in its sole discretion, grant a leave of absence, without pay or benefits, of up to one (1) year upon the written request of a teacher.

2. Such leave, if granted, shall be for the purpose of participating in a teaching program in another school district, state, territory or country. The work shall be related to the teacher's professional responsibilities.

3. The teacher shall be guaranteed a position upon return.

C. Sabbatical Leave. The Board, in its sole discretion may grant a leave of absence, without pay or benefits, to a teacher upon written application, for the purpose of engaging in study at an accredited college or university in a program reasonably related to the teacher's professional responsibilities. The teacher shall be guaranteed a position upon return.

D. Additional Leave Conditions. It is expressly understood and agreed that, in addition to the terms and conditions of leaves provided for above, all leaves granted herein are subject to the following terms and conditions unless specifically provided to the contrary herein:

1. All leaves shall commence and/or end at the beginning of a semester, provided that the Board, in its sole discretion, waive this policy in special circumstances.

2. The maximum length of any leave shall be one (1) calendar year in addition to any partial contract year where applicable.

3. All leaves shall be requested in writing to the Superintendent's office at least four (4) weeks in advance of a leave requested to commence with the second semester and by July 1 for a leave requested to commence in September.

4. Upon return from a leave of absence, the teacher shall be employed in a position for which the teacher is certified and qualified, as defined in Article XVI Paragraph E of this contract and for which the teacher has the requisite seniority except in the case of short and long term child care, career enrichment and sabbatical leaves in which a teacher shall be guaranteed a position upon return in accordance with this Agreement. In all cases, assuming a vacancy, and assuming required certification, qualification and seniority, the District will make every effort to return a teacher to a comparable classroom position held before the leave.

5. Written notice of a teacher's intention to return from a leave must be given to the Superintendent's office by March 1st for a return from a leave commencing with the following September and at least sixty (60) days prior written notice shall be given to the Superintendent's office for a second semester return from leave.

6. While on a leave of absence a teacher may maintain his/her own insurance benefits at the teacher's own initiative and on a pre-paid, self-pay basis wherever that conforms with the policy of the applicable insurance carrier.

7. A second leave of absence within three (3) years of a prior leave is totally within the discretion of the Board, except a long term child care leave.

8. Teachers returning from a leave of absence shall not receive experience credit for any purpose for the time encompassed by any leaves under this Article, however, time spent on an approved leave shall not break seniority under this provision.

9. No benefits shall accrue to a teacher during a leave of absence, however, upon a return from a leave a teacher's unused sick leave benefits, seniority and salary increments which had been accumulated at the time the leave commenced shall be restored to the returning teacher.

10. Written applications for not more than one (1) additional year's leave of absence shall be submitted to the Board not later than March 1 for any leave due to expire at the end of a second semester and not later than ninety (90) days prior to the expiration of a leave which is due to expire at the end of a first semester. Extensions of leaves shall be at the sole discretion of the Board.

11. If a teacher notifies the Board of his/her intention to return from a leave and in fact fails to return for work, that teacher agrees to reimburse the Board for any unemployment compensation liability incurred by the Board because of unnecessary lay-offs of teacher's caused by said request to return to work by the teacher on leave. Exceptions to this provision will be granted when circumstances and events are beyond the direct control of the teacher.

No leave of absence shall be used for employment in any other educational institution, except as specifically provided to the contrary herein.

E. Teachers who are subpoenaed as a witness for court appearances that are not related to his/her employment by the Cedar Springs Board of Education shall be granted a paid leave for such time as is necessary to perform whatever is mandated by the subpoena.

F. At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A teacher planning to use a personal leave day or days shall notify his/her principal at least two (2) school days in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested. Reasonable restrictions may be imposed on personal leave days so as not to disrupt normal educational processes. No personal leave days shall be granted on the days immediately preceding or following a holiday except in the case of an emergency. When two or more teachers in the same building request the same day or days for personal leave and the Administration cannot grant them as requested, seniority will prevail. Teachers electing not to use their personal leave days shall have them credited to their sick leave.

G. A leave of absence shall be granted a teacher called for jury duty. A leave of absence shall also be granted a teacher who is subpoenaed for a Cedar Springs Public School legal proceeding. The school shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee or witness fee (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs the civic duty and on which he/she otherwise would have been scheduled to work.

H. When absent from duty for reasons not covered by this Agreement, but for reasons which are approved in advance in writing by the building principal, the substitute teacher's rate of pay shall be deducted from the teacher's salary.

ARTICLE XII

INSURANCE

A. The Board will provide MESSA Super Med I health care protection for each full time teacher who elects such protection, and who may qualify in one of the following classifications:

1. Teacher and spouse and one or more children.
2. Teacher and spouse.
3. Teacher and one or more children.
4. Single subscriber.

Beginning in school year 1986-87 the MESSA Care Rider shall be in effect.

B. One-half (1/2) of the contribution will be made for each teacher who teaches at least half-time, but less than full time.

C. Each teacher will select or make changes to his/her insurance program on or before September 20 of each contract year.

D. A full time teacher who does not elect health insurance may elect insurance options up to one month's premium of the single subscriber as provided by M.E.S.S.A.

E. The Board shall provide facilities for the utilization of deferred annuity programs by all members of the bargaining unit. Before any new programs are added, minimum of seven (7) teachers must agree to utilize that program.

F. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

G. The Board shall provide the Delta Dental Care program for all employees of the bargaining unit and their eligible dependents, which is defined as Plan E, Class I, which provides eighty percent (80%) payment of reasonable and customary charges.

H. In the event of the death of a teacher the Board will pay to the named survivor the following: \$15,000.00(1988), \$20,000.00(1989), \$25,000.00(1990).

I. The Board will provide to eligible bargaining unit members a Long Term Disability benefit under the following conditions:

1. The paid sick leave shall be at 60% of base pay.
2. It shall begin 90 days after the exhaustion of all sick leave and all leave granted out of the sick bank.
3. The benefit shall continue to be paid until the first date that the employee is eligible for state retirement.
4. That for a teacher to participate, the teacher must have sufficient service to qualify for state retirement.
 - a. Social security disability benefits.
 - b. Workers' Compensation benefits.
 - c. Third party recoveries against tort-feasors, net of the cost of recovery; provided, however, that recoveries under personal injury protection benefits under the No Fault Law shall not be credited to the benefit of the employer in the event of disability.

J. Beginning September 1, 1986 the Board will provide the MESSA VSP-2 vision program for all employees of the bargaining unit and their dependents as defined by M.E.S.S.A.

K. Subject to the underwriting rules of the insurance carrier; the Board will provide the above benefits.

L. Teachers working less than a full contract year, who were hired to fill a position of another teacher on leave, shall have their benefits terminated on the first day of the month following termination of employment.

M. Changes in family classifications, as defined in Article XII, Section A shall be reported by the teacher to the business office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A claim by a teacher or group of teachers or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement, or any rule, order or regulation of the Board regulating to wages, hours, terms, or conditions of employment, may be processed as a grievance as hereinafter provided. The Kent County Education Association (KCEA/MEA/NEA) designates the Cedar Springs Education Association President or his/her designee as the local agent responsible for the processing of grievances.

B. In the event that a teacher, group of teachers or the Association, believes there is a basis for a grievance, he/she shall, within seven (7) school days of the occurrence of the grievance, first discuss the alleged grievance with his/her building principal.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher, within seven (7) school days of the discussion with the building principal as called for in B above, may invoke the formal grievance procedure through the Association on the form set forth in Appendix C signed by the grievant, which form shall be available from the Association representative in each building. A signed copy of the grievance shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

D. Within five (5) school days of the receipt of the grievance, the principal and the Association President or his/her designee shall meet with the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting (or two calendar weeks, whichever shall be later), may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant and the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, within twenty (20) school days from the disposition of the Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Grievances involving question of law or matter within the jurisdiction of the teacher tenure commission shall not be arbitrated, but may be submitted to the court or commission having jurisdiction to determine such matters.

H. The fees and expenses of the arbitrator shall be shared equally by the parties.

I. The time limit provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties.

J. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of teachers shall be the sole responsibility of the Association.

K. A teacher engaged during the school day with any representative of the Board in any professional grievance negotiations, including arbitration shall be released from regular duties without loss of salary.

ARTICLE XIV

PROFESSIONAL COMPENSATION

A. The schedule for the school years shall be as set forth in Appendix A (1-3) which is attached to and expressly made a part of this Agreement.

B. The Board reserves the right in special cases, with the written approval of the Association which shall not be unreasonably withheld to pay increments to teachers in order to employ in the district teachers to fill special needs who would not otherwise be available.

C. The salary schedules for the school years shall be as set forth in Appendix B which is attached to and expressly made a part of this Agreement.

D. The salary schedules are based upon the regular school calendar and the normal teaching assignment as defined in the Agreement.

1. For teaching assignments in excess of the regular school calendar or the normal teaching load, teachers will be compensated at their individual hourly rates determined in the following manner:

$$\frac{\text{Teachers Annual Salary}}{\text{Number of student days (181)}} = \text{Daily Rate}$$
$$\frac{\text{Daily Rate}}{\text{Number of teaching periods required in the day}} = \text{Hourly Rate}$$

2. For additional non-instructional assignments that require working beyond the school year, except summer job placement teacher, association members will be paid at the hourly rate of "Teacher Substituting during prep," Appendix B (1).

E. Salaries will be paid bi-weekly and shall be in twenty-six (26) equal installments, unless the teacher requests in writing by April 1, that a lump sum be paid as a final installment in June. The Board will provide necessary forms by March 15.

F. For additional non-instructional assignments, except summer job placement teacher, that require working beyond the school year association members will be paid at the hourly rate of "Teacher Substituting during prep", Appendix B(1).

ARTICLE XV

NO INTERRUPTION OF EDUCATION

A. The Board, Association, and each teacher recognize the primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this Agreement, they will not permit, cause, encourage, or participate in any interruption, disturbance, or interference with the continuous normal education of such children by sanction, concerted activity, or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will not be allowed to effect in any way the normal education afforded the children of the Cedar Springs School District.

B. When schools are closed to students due to inclement weather conditions, teachers shall not be required to report for duty, except any days in excess of two (2) may be made up at the end of the school year at the discretion of the Board. If days are made up, students will be present and the record day "pushed back" to follow the last day made up.

ARTICLE XVI

SENIORITY AND REDUCTION OF PERSONNEL

A. No later than thirty (30) days following ratification of this Agreement and by every September 30, thereafter, the Board shall prepare a seniority list. Seniority is defined as unbroken length of service in the Cedar Springs School System and shall include years of teaching experience in the Cedar Springs Public Schools acquired by teachers and Administrators both prior and subsequent to their administrative service. This shall not be construed to grant Administrators seniority who have not taught within the district. Teachers on approved leave of absence shall retain, but shall not accumulate, seniority during such periods. Teachers teaching less than 50% of the normal load will advance on the seniority list every other year.

B. Ranking on the seniority list shall be in the order of the effective date of initial employment. In the circumstance of more than one individual having the same effective date of initial employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and individual(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected individual(s) and Association representatives to be in attendance.

The seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

C. All seniority shall be lost when employment is terminated by resignation, retirement, physical or mental disability precluding the performance of required duties for more than three (3) contract years or teacher's seniority whichever is greater, or discharge for just cause. In cases of lay off, seniority shall be retained, however, all seniority shall be lost when the period of layoff, exceeds the affected teacher's total seniority or three (3) school years, whichever is greater.

D. In the event it becomes necessary to reduce the number of teachers in given fields or programs due to financial causes or pupil reduction, the following procedures shall be utilized:

1. The Board will grant 30 calendar days notice of layoffs in all cases except those layoffs that are necessitated by a bargaining unit member electing to bump another member out of the position held by that teacher because he/she has greater seniority and the necessary qualifications to teach in that position.

2. In the event that a teacher is bumped and that teacher has tenure, as defined by the Michigan Teachers Tenure Act, the tenured teacher who is bumped shall be entitled to 14 calendar days notice of layoff. In order to be entitled to compensation for the 14 calendar days, the teacher shall be available as a substitute teacher or to perform such other teaching duties as may be designated by the Board of Education or the Superintendent of Schools.

3. Probationary teachers with the least number of continuous years of teaching in the Cedar Springs School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Cedar Springs School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.

E. Fully qualified and fully certificated teachers will be defined as follows:

Fully qualified shall be taken to mean recency of training and experience. Teachers who have earned a provisional or continuing teaching certificate in a given subject area, and who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceeding the layoff and who have earned the maximum credit hours required by the North Central Association.

F. For recall, in the event of lay-off, the Board will institute a recall procedure which will be in inverse order of the above lay-off procedure.

G. Seniority rights shall be lost by the teacher if the teacher does not return within ten (10) working days when he/she is recalled from lay-off. A recalled teacher who, prior to his/her layoff, held a full time, regular position, shall have the right to accept or reject any position which is not a full time, regular position without loss of recall rights at a future time.

H. A laid off teacher may continue his/her insurance benefits hereunder, provided the same is acceptable to the appropriate carrier and further provided the teacher pays his/her premiums and charges in advance to the District.

I. Administrators who taught in the District may exercise their previously accrued seniority hereunder, in the case of layoff and in case of voluntary return to the bargaining unit.

J. The Board shall provide three (3) additional copies of all vacancies or new positions which occur within the District to the President of the Cedar Springs Education Association for forwarding to the KCEA/MEA/NEA offices.

ARTICLE XVII

NOTIFICATION OF VACANCY

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing with the Superintendent. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.

C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall notify the Association President and post notice of same on bulletin board in each school building for one (1) week before the position is filled. The Board, however, shall not be limited in the selection of personnel to the Association, but shall screen all qualified Association applicants to fill any such vacancies. A vacancy shall be defined for purposes of this Agreement 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.

ARTICLE XVIII

PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, union dues, charitable donations, or any additional plans or programs jointly approved by the Association and the Board.

ARTICLE XIX

TEACHER EVALUATION

A. Evaluations of teachers shall be based on the Teacher Evaluation Forms which shall be distributed at the beginning of each school year. These forms shall be used by all evaluators for evaluating members of the bargaining unit. Information reported on these forms shall be gathered during formal observation and informal observation of the teacher. Evaluators may make attachments as necessary to reflect an accurate appraisal of the teacher's performance. Standard uniform evaluative forms shall be used by the evaluators and must be mutually agreed upon by the Association and the Board. All forms, guides and procedures as agreed to by both parties shall become part of this Master Agreement and included in the Appendix and shall be presented to the individual teachers by the first school day in October. The evaluation tools will reflect the unique nature of special services staff assignments. Any changes in the forms must be mutually agreed to by both parties.

It is understood that evaluation criteria, procedures and form(s) used under Article XIX will be established in the following manner:

An evaluation committee composed of eight(8) members, four(4) to be appointed by the Association and four(4) appointed by the Administration, will reach mutual agreement upon the the evaluation criteria, procedures, and form(s) to be used in connection with teacher evaluation during the life of this contract. The evaluation plan and form(s) as agreed upon by the committee will be submitted to the Superintendent for presentation to the Board for implimentation. No teacher shall be evaluated in a class that he/she is not qualified/certified to teach.

B. It shall be a major administrative responsibility of the school district to assist teachers to become oriented to the district and improve instruction through direct formal observation of the teacher's work and provide written summaries of those formal observations together with written recommendations the evaluator(s) may have for the teacher's improvement. Probationary teachers shall be so observed by an administrator at least three (3) times per year. The evaluation form shall state the date(s) and time(s) of the actual formal observation(s). Tenure teachers shall be observed at least once every three (3) years, on or before May 15.

C. Tenure teachers, who in their last formal evaluation, have received a written evaluation that contained at least a satisfactory in all areas may choose a three(3) person panel to

be the evaluator of that teacher rather than an administrator. The final panel shall be approved from a list of five(5) proposed panel members submitted by the teacher to the building administrator. The evaluating teachers on such a panel shall be released from their teaching assignment, if necessary, for one(1) class period each to observe the teacher being evaluated in that teacher's classroom.

D. The post observation conference between the teacher and the evaluator(s) shall occur within ten (10) in-session days following the formal observation.

E. The evaluation of teachers shall be conducted in accordance with the Board of Education policy number 4117.0, except as provided herein.

F. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, video-tape, public address or audio systems and similar surveillance devices shall be strictly prohibited unless agreed to in writing by the teacher being evaluated.

G. Test results of academic progress of students shall not be used as a criterion of the quality of a teacher's service or fitness for retention.

H. The initial formal observation shall be preceded by a pre-observation conference between the evaluator(s) and the teacher so that the evaluator(s) can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed. Such conferences shall be held two (2) in-session days previous to the formal observation.

I. An evaluation of the teacher shall be based upon not less than one (1) total class period. Each observation shall be no less than thirty (30) consecutive minutes or the duration of a particular teaching unit.

J. The evaluator(s) shall prepare and submit a written report and recommendations to the teacher within ten (10) in-session days of the formal observation. The evaluation process may include more than one (1) observation.

K. If any area in which the evaluator(s) feels improvement is needed, especially if less than average or not satisfactory is noted, the reasons shall be set forth in specific terms and shall identify specific ways in which the teacher is to improve and of the assistance to be given by the evaluator(s) and/or other persons. Such terms and ways shall be included in the above mentioned section H.

L. The evaluator(s) shall schedule a post observation conference with the teacher to clarify the written report and the recommendations. This conference shall be held within ten (10) in-session days after the teacher's receipt of the written report and recommendations.

M. A teacher who disagrees with an observation or evaluation shall submit a written answer which shall be attached to the file copy of the observation or evaluation in question. The teacher is to sign a copy of the evaluation to show that he/she is aware of it. The teacher's signature does not mean that the teacher agrees with the content of the evaluation. In the event that an observation contains less than average or a not-satisfactory evaluation, the teacher may request a re-evaluation by another evaluator prior to the filing of the evaluation in the Superintendent's office. This additional evaluation may be in addition to the teacher's written answer to an evaluation in question.

N. A request for re-evaluation shall be submitted in writing within the ten (10) in-session days of the teacher's receipt of the evaluation in question. The request shall be submitted to the Superintendent's office.

O. It is expressly understood and agreed that the content of an evaluation shall not be subject to the grievance procedure. Negative written comments on the evaluation shall be discussed with the teacher, upon request, within fifteen (15) school days of the evaluation and constructive written recommendations shall be given to assist the teacher in overcoming weak points within this period of time. All suggestions for improvement of the teacher's performance shall be included in written evaluations within this fifteen (15) school day period. Failure to again note a specific deficiency in writing in the next three (3) successive evaluations shall be interpreted to mean that the teacher has made adequate improvement with respect to that particular deficiency only.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be presented to all teachers now employed or hereinafter employed by the Board with the C.S.E.A. paying a maximum of \$50.00 for the printing costs. Thirty (30) additional copies shall be made available to the Association.

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

C. It is agreed that each teacher shall be given an individual teaching contract which shall be limited only by the specific and express terms of the master contract which is in conformance with the constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE XXI

CONTINGENCY

The Association recognizes that, if sufficient funds do not exist with which to meet the financial obligations imposed upon this Board by the terms of this Agreement unless the Board reduces its contingency fund below 1% of General Operations Fund or unless the Board further reduces programs, services, materials, facilities or equipment, layoffs of teachers may occur.

The Association recognizes that if "total revenues" available for the 1988-89 school year do not equal or exceed 105% of the total revenues available to the District for the school year 1987-88 or if total revenues available for the 1989-1990 school year do not equal or exceed 105% of the total revenues available to the District for the school year 1988-1989, layoffs of teachers may also occur. The fiscal years noted will change to correspond with the years covered by this Agreement.

The Association further recognizes that, if layoffs occur as a result of the aforementioned potential revenue shortages, the class size limitations provided for in Article VIII, Paragraph A of this Agreement may be exceeded.

Knowing and recognizing the foregoing, the Association agrees that if revenues do not increase as set forth above or if it is not possible for the Board to meet its financial obligations hereunder unless it reduces its contingency fund below 1% of General Operations Fund, or unless it further reduces programs, services, materials, facilities or equipment, the Board is authorized to implement layoffs according to the procedure provided for herein and that, in the event such layoffs result in any class size exceeding the class size limitations set forth in Article VIII, Paragraph A of this Agreement, both the aforesaid class size limitation and Relief Procedure provided for in Article VIII Paragraph B of this Agreement shall be suspended. It is clearly understood that the above conditions and/or stipulations in no way represent a position or policy of the KCEA/MEA/NEA concerning remedies in conducting minimal educational programs or over-coming the inadequate funding of educational programs by local School Districts. The provisions of this article are only applicable to the bargaining unit members as expressed herein.

ARTICLE XXII

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of September 1, 1988, and shall continue in full force and effect until the 31st day of August, 1991. This Agreement shall not be extended orally, and shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement. It is expressly understood that this Agreement shall expire on the date indicated.

B. Negotiations shall be reopened for successor agreements on/before April 1, 1991 or within three (3) calendar days.

C. In witness whereof, the parties have hereunto set their hands causing this Agreement to become effective as of the day and year first written above.

Education Association

By H Paul State
Local Association President

By James H. Thompson, Sec.
KCEA/MEA/NEA President

By W. J. [Signature]
Chief Negotiator

By _____
Chairperson, Negotiating Committee

Board of Education

By Carolyn Zark
Its President

By Garry [Signature]
Its Secretary

By James A. Tickner
Chief Negotiator

By _____
Member

By _____
Member

Other members of Association Bargaining Team are as follows:

Wanda J. Long
Kimberly B. Dehl
Jurri Matz
Doris Hall

Other members of the Board's Bargaining Team are as follows:

Ralph E. Branyan
Bonnie M. Lewis

Dated this _____ day of _____, 19____.

APPENDIX A (1)
SCHOOL CALENDAR 1988-1989

August 26, 1988	Orientation for new first time teachers - Full Day
August 29, 1988	Pre-opening Conference/Inservice - Full Day for All Teachers.
August 30, 1988	Classes Begin
September 2-5, 1988	Labor Day Break
September 6, 1988	Classes Resume
October 20, 1988	Inservice Day - No School
November 7, 1988	Parent/Teacher Conference: Beach/Hilltop - 4:00-7:00 pm Middle School - 5:30-8:30 pm
November 8, 1988	Parent/Teacher Conference: High School - 5:30-8:30 pm
November 9, 1988	Parent/Teacher Conference: Beach/Hilltop - 4:00-7:00 pm Middle School - 5:30-8:30 pm
November 10, 1988	Parent/Teacher Conference: High School - 5:30-8:30 pm
November 11, 1988	No Classes
November 24-25, 1988	Thanksgiving Recess
December 22, 1988 thru Jan. 2, 1989	Christmas Recess
January 3, 1989	Classes Resume
January 20, 1989	First Semester Ends
January 23, 1989	Records Day (Full Day for Teachers) No School K-12
January 24, 1989	Second Semester Begins
March 20, 1989	Parent-teacher conferences (Beach) 4:00 - 7:30 pm
March 21, 1989	Parent-teacher conferences (Hilltop) 4:00 - 7:30 pm
March 22, 1989	Open House (Middle) 5:00 - 8:30 pm
March 23, 1989	Open House (High) 5:00 - 8:30 pm
March 31, 1989	Snow Makeup Day (No school if not needed)
April 1-Apr. 9, 1989	Spring Recess
April 10, 1989	Classes Resume
May 26, 1989	Snow Makeup Day (No school if not needed)
May 29, 1989	Memorial Day Recess
June 8, 1989	Last Day for Students
June 9, 1989	Last one-half (1/2) day for teachers

The above calendar provides 180 student attendance days and 185 teacher duty days.

Orientation Day shall be held for first time , first year newly hired teachers only. They shall have a 186 teacher day contract.

No meetings shall be scheduled on January 23, 1989 - Records Day for Teachers. No students will be in attendance.

If the State of Michigan mandates a longer school year than 180 student days then this contract shall be re-opened for renegotiation of the calendar.

APPENDIX A (2)

SCHOOL CALENDAR 1989-1990

August 25, 1989	Orientation for new first time teachers - Full Day
August 28, 1989	Pre-opening Conference/Inservice - Full Day for All Teachers.
August 29, 1989	Classes Begin
September 1-4, 1989	Labor Day Break
September 5, 1989	Classes Resume
October 19, 1989	Inservice Day - No School
November 6, 1989	Parent/Teacher Conference: Beach/Hilltop - 4:00-7:00 pm Middle School - 5:30-8:30 pm
November 7, 1989	Parent/Teacher Conference: High School - 5:30-8:30 pm
November 8, 1989	Parent/Teacher Conference: Beach/Hilltop - 4:00-7:00 pm Middle School - 5:30-8:30 pm
November 9, 1989	Parent/Teacher Conference: High School - 5:30-8:30 pm
November 10, 1989	No Classes
November 23-24, 1989	Thanksgiving Recess
December 22, 1989 thru Jan. 1, 1990	Christmas Recess
January 2, 1990	Classes Resume
January 19, 1990	First Semester Ends
January 22, 1990	Records Day (Full Day for Teachers) No School K-12
January 23, 1990	Second Semester Begins
March 19, 1990	Parent-teacher conferences (Beach) 4:00 - 7:30 pm
March 20, 1990	Parent-teacher conferences (Hilltop) 4:00 - 7:30 pm
March 21, 1990	Open House (Middle) 5:00 - 8:30 pm
March 22, 1990	Open House (High) 5:00 - 8:30 pm
March 30, 1990	Snow Makeup Day (No school if not needed)
March 31-Apr. 8, 1990	Spring Recess
April 9, 1990	Classes Resume
May 25, 1990	Snow Makeup Day (No school if not needed)
May 28, 1990	Memorial Day Recess
June 7, 1990	Last Day for Students
June 8, 1990	Last one-half (1/2) day for teachers

The above calendar provides 180 student attendance days and 185 teacher duty days.

Orientation Day shall be held for first time , first year newly hired teachers only. They shall have a 186 teacher day contract.

No meetings shall be scheduled on January 22, 1990 - Records Day for Teachers. No students will be in attendance.

If the State of Michigan mandates a longer school year than 180 student days then this contract shall be re-opened for renegotiation of the calendar.

APPENDIX A (3)

SCHOOL CALENDAR 1990-1991

August 24, 1990	Orientation for new first time teachers - Full Day
August 27, 1990	Pre-opening Conference/Inservice - Full Day for All Teachers.
August 28, 1990	Classes Begin
August 31-Sept 3, 1990	Labor Day Break
September 4, 1990	Classes Resume
October 18, 1990	Inservice Day - No School
November 5, 1990	Parent/Teacher Conference: Beach/Hilltop - 4:00-7:00 pm Middle School - 5:30-8:30 pm
November 6, 1990	Parent/Teacher Conference: High School - 5:30-8:30 pm
November 7, 1990	Parent/Teacher Conference: Beach/Hilltop - 4:00-7:00 pm Middle School - 5:30-8:30 pm
November 8, 1990	Parent/Teacher Conference: High School - 5:30-8:30 pm
November 9, 1990	No Classes
November 22-23, 1990	Thanksgiving Recess
December 20, 1990 thru Jan. 1, 1991	Christmas Recess
January 2, 1991	Classes Resume
January 18, 1991	First Semester Ends
January 21, 1991	Records Day (Full Day for Teachers) No School K-12
January 22, 1991	Second Semester Begins
March 18, 1991	Parent-teacher conferences (Beach) 4:00 - 7:30 pm
March 19, 1991	Parent-teacher conferences (Hilltop) 4:00 - 7:30 pm
March 20, 1991	Open House (Middle) 5:00 - 8:30 pm
March 21, 1991	Open House (High) 5:00 - 8:30 pm
March 29, 1991	Snow Makeup Day (No school if not needed)
March 30-Apr. 7, 1991	Spring Recess
April 8, 1991	Classes Resume
May 24, 1991	Snow Makeup Day (no school if not needed)
May 27, 1991	Memorial Day Recess
June 6, 1991	Last Day for Students
June 7, 1991	Last one-half (1/2) day for teachers

The above calendar provides 180 student attendance days and 185 teacher duty days.

Orientation Day shall be held for first time , first year newly hired teachers only. They shall have a 186 teacher day contract.

No meetings shall be scheduled on January 21, 1991 - Records Day for Teachers. No students will be in attendance.

If the State of Michigan mandates a longer school year than 180 student days then this contract shall be re-opened for renegotiation of the calendar.

APPENDIX B

SALARY SCHEDULE

A. Step position on the salary schedule shall be determined as of September 1 of each year. Position on the schedule for teachers hired during the school year shall be determined at the time of hiring.

B. Credit for advancement on the salary schedule shall be rounded off to the nearest full step. Example: 1 semester would go to the next full step.

C. Teachers who teach half-time or more will advance each year on the salary schedule.

D. Teachers hired for the first time by the Board shall be hired at the appropriate base schedule for their degree. Any outside years of experience shall be credited at the discretion of the Board.

E. Teachers with a Bachelor's degree plus twenty (20) semester hours on an approved Master's degree program will be compensated on the BA+20 schedule appearing between the Bachelor's and Master's degrees at their appropriate yearly step on that salary schedule. Teachers currently on the BA+20 schedule who are not on an approved Master's degree program will remain on that schedule; however, no teacher now or hereafter will be advanced to the BA+20 schedule unless he/she is on an approved Master's degree program.

F. Teachers with Master's degrees plus fifteen (15) graduate semester hours beyond the Master's degree and are on an approved 2nd Master's degree program or an Educational Specialist degree program will receive compensation on the appropriate schedule of MA+15. Teachers currently on the MA+15 schedule who are not on an approved 2nd Master's or Educational Specialist program will remain on that schedule. Upon request and the appropriate administrative recommendation, the Board of Education may place a teacher on the MA+15 schedule. Such action shall not be considered as setting a Board precedent as each request will be considered individually. The fifteen (15) graduate hours must have been earned AFTER the teacher was awarded the Master's Degree.

G. Teachers with Master's degrees plus thirty (30) graduate semester hours beyond the Master's degree and are on an approved 2nd Master's degree program or an Educational Specialist degree program will receive compensation on the appropriate schedule of MA+30. Social workers with a Master's degree in Social Work will also receive compensation on the appropriate schedule of MA+30. Teachers currently on the MA+30 schedule who are not on an approved 2nd Master's or Educational Specialist program will remain on that schedule. Upon request and the appropriate administrative recommendation the Board of Education may place a teacher on the MA+30 schedule. Such action shall not be considered as setting a Board precedent as each request will be considered individually. The thirty (30) graduate semester hours must have been earned AFTER the teacher was awarded the Master's Degree.

H. If the State of Michigan mandates additional days above our current 181 days, and these days are added to the calendar, then teachers shall be paid their daily rate as defined in Article XIV, Section D. for each of the additional days.

APPENDIX- B
1988-89 SALARY SCHEDULE

	BA	BA+20	MA	MA+15	MSW/MA+30	2ND MA/ED
1	\$21,135	\$21,980	\$23,037	\$23,883	\$24,939	\$25,996
2	\$22,086	\$22,970	\$24,074	\$24,957	\$26,062	\$27,166
3	\$23,037	\$23,959	\$25,110	\$26,032	\$27,184	\$28,336
4	\$24,094	\$25,058	\$26,262	\$27,226	\$28,431	\$29,635
5	\$25,256	\$26,267	\$27,529	\$28,540	\$29,802	\$31,065
6	\$26,313	\$27,366	\$28,681	\$29,734	\$31,049	\$32,365
7	\$27,476	\$28,575	\$29,948	\$31,047	\$32,421	\$33,795
8	\$28,744	\$29,893	\$31,331	\$32,480	\$33,917	\$35,355
9	\$30,012	\$31,212	\$32,713	\$33,913	\$35,414	\$36,914
10	\$31,385	\$32,641	\$34,210	\$35,466	\$37,035	\$38,604
11	\$32,759	\$34,070	\$35,708	\$37,018	\$38,656	\$40,294
15	\$34,027	\$35,388	\$37,090	\$38,451	\$40,152	\$41,854
20	\$35,295	\$36,707	\$38,472	\$39,884	\$41,649	\$43,413
25	\$36,352	\$37,806	\$39,624	\$41,078	\$42,896	\$44,713
30	\$37,409	\$38,905	\$40,776	\$42,272	\$44,143	\$46,013

APPENDIX- B
1989-90 SALARY SCHEDULE

	BA	BA+20	MA	MA+15	MSW/MA+30	2ND MA/ED
1	\$22,400	\$23,296	\$24,528	\$25,312	\$26,432	\$27,552
2	\$23,408	\$24,344	\$25,754	\$26,451	\$27,621	\$28,792
3	\$24,416	\$25,393	\$26,858	\$27,590	\$28,811	\$30,032
4	\$25,536	\$26,557	\$28,085	\$28,856	\$30,132	\$31,409
5	\$26,768	\$27,839	\$29,434	\$30,248	\$31,586	\$32,925
6	\$27,888	\$29,004	\$30,660	\$31,513	\$32,908	\$34,302
7	\$29,120	\$30,285	\$32,009	\$32,906	\$34,362	\$35,818
8	\$30,464	\$31,683	\$33,481	\$34,424	\$35,948	\$37,471
9	\$31,808	\$33,080	\$34,952	\$35,943	\$37,533	\$39,124
10	\$33,264	\$34,595	\$36,547	\$37,588	\$39,252	\$40,915
11	\$34,720	\$36,109	\$38,141	\$39,234	\$40,970	\$42,706
15	\$36,064	\$37,507	\$39,613	\$40,752	\$42,556	\$44,359
20	\$37,408	\$38,904	\$41,084	\$42,271	\$44,141	\$46,012
25	\$38,528	\$40,069	\$42,311	\$43,537	\$45,463	\$47,389
30	\$39,648	\$41,234	\$43,537	\$44,802	\$46,785	\$48,767

APPENDIX- B
1990-91 SALARY SCHEDULE

	BA	BA+20	MA	MA+15	MSW/MA+30	2ND MA/ED
1	\$23,745	\$24,695	\$26,120	\$26,832	\$28,019	\$29,206
2	\$24,814	\$25,806	\$27,556	\$28,039	\$29,280	\$30,521
3	\$25,882	\$26,917	\$28,731	\$29,247	\$30,541	\$31,835
4	\$27,069	\$28,152	\$30,037	\$30,588	\$31,942	\$33,295
5	\$28,375	\$29,510	\$31,474	\$32,064	\$33,483	\$34,902
6	\$29,563	\$30,745	\$32,780	\$33,406	\$34,884	\$36,362
7	\$30,868	\$32,103	\$34,217	\$34,881	\$36,425	\$37,968
8	\$32,293	\$33,585	\$35,784	\$36,491	\$38,106	\$39,721
9	\$33,718	\$35,067	\$37,351	\$38,101	\$39,787	\$41,473
10	\$35,261	\$36,672	\$39,049	\$39,845	\$41,608	\$43,371
11	\$36,805	\$38,277	\$40,746	\$41,589	\$43,430	\$45,270
15	\$38,229	\$39,759	\$42,314	\$43,199	\$45,111	\$47,022
20	\$39,654	\$41,240	\$43,881	\$44,809	\$46,792	\$48,775
25	\$40,841	\$42,475	\$45,187	\$46,151	\$48,193	\$50,235
30	\$42,029	\$43,710	\$46,493	\$47,492	\$49,594	\$51,695

APPENDIX B (1)
 ADDITIONAL COMPENSATION FOR EXTRA DUTIES

TITLE OF POSITION

Department Chairpersons(each)		1% BA Base Salary
Annual/Yearbook Sponsor		3% "
Play Director (max.2 plays)		3% "
Forensics Program Advisor		2% "
Debate Advisor		2% "
Hawk Talk Advisor		2% "
F.F.A. Advisor(each)		3% "
F.H.A. Advisor		2% "
Senior Class Advisor(each)		1% "
Junior Class Advisor(each)		2% "
Sophomore Class Advisor(each)		1% "
Freshman Class Advisor(each)		1% "
Summer Job Placement Teacher (4 weeks)		15% "
Summer Counselors (each)(1 week)		3.5% "
High School Student Senate Advisor		2% "
High School Honor Society Advisor		2% "
Jr. High School Honor Society Advisor		1% "
Audio Visual Coordinator		5% "
(Audio Visual Coordinator shall not receive extra duty pay if functions are part of classroom assignment.)		
Driver Education Instructors	\$12.00 ('88) per hour	
	12.50 ('89) per hour	
	13.00 ('90) per hour	
Teacher Substituting during preparation period		\$15.00 per hour
Reading Consultant		\$15.00 per hour

The extra duties listed above shall be offered and conducted during any school year at the discretion of the School District Board of Education, except as otherwise provided.

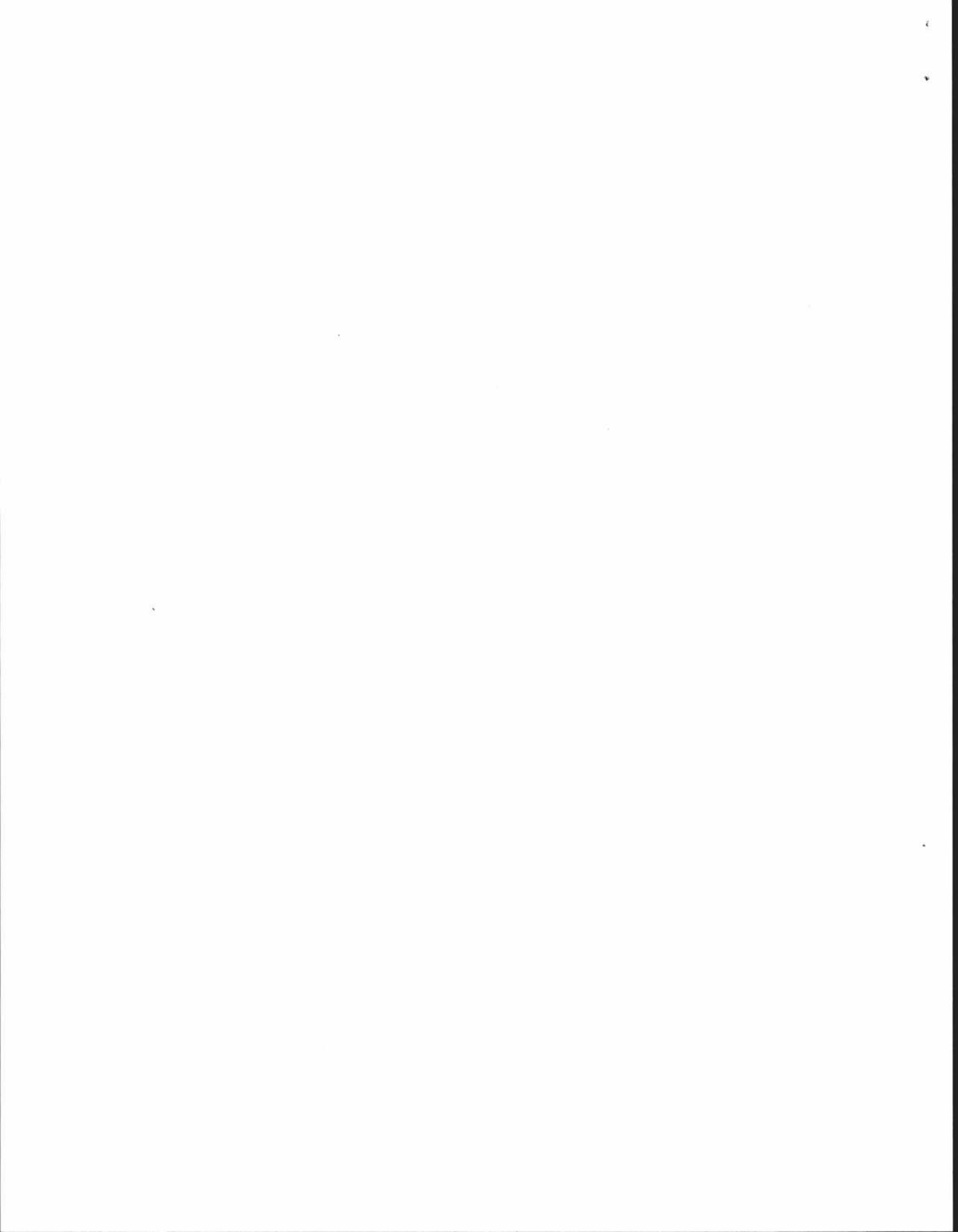
APPENDIX B (2)
 PAY FOR COACHING, BAND, ETC.

POSITION	1st year	2nd year	3rd year	4th year	5th year
Boys and Girls Football, Basketball, Wrestling					
Head	12%	13%	14%	15%	16%
Assistants	8%	9%	10%	11%	12%
Junior High	6%	7%	8%	9%	10%
Boys and Girls Baseball, Tennis, Track, Softball, Cross Country, Golf, Volleyball					
Head	8%	9%	10%	11%	12%
Assistants	6%	7%	8%	9%	10%
Junior High	5%	6%	7%	8%	9%
Band Director	12%	13%	14%	15%	16%
Assistant Band Director	7%	8%	9%	10%	11%
Vocal Music Director	3%	4%	5%	6%	7%
Summer Agriculture Teacher	3%	4%	5%	6%	7%

- A. All percentages are figured on the BA base salary of the current year.
- B. Head coaches shall be heard in the assignment of assistants.
- C. Coaches hiring in may be allowed credit for previous experience as are regular teachers as far as steps are concerned.
- D. Pom Pon Coach shall receive 1% BA Base Salary
- E. Cheerleading Coaches shall receive:

Football-Varsity	3%	BA Base Salary
Boy's Basketball-Varsity	3%	"
Junior High Basketball	2%	"
Assistants	2%	"
- F. Faculty Manager(each) shall receive 10% BA Base Salary.

The Extra duties listed above shall be offered and conducted during any school year at the discretion of the School District Board of Education, except as otherwise provided.



ADDENDUM 1

MASTER AGREEMENT

CEDAR SPRINGS PUBLIC SCHOOLS

AND

CSEA / KCEA / MEA

September 1, 1988 - August 31, 1991

ARTICLE 1

A. Article VII, Teaching Hours, Section A, Paragraph 1 shall be ammended to read after the sentence "The work day shall be defined as follows:"

For the school year 1988-89, the starting and ending times for the High school, Junior High school, Hilltop, and Beach teachers shall be 8:00 am and 3:05 pm unless changed during the school year by mutual agreement of the CSEA/KCEA/MEA and Cedar Springs Board of Education.

B. Article VII, Teaching Hours, Section A, Paragraph 3 shall be ammended to read after the sentence "The bell schedule in grades 9-12 shall be as follows:"

8:00 am	Teachers Report
8:30 am - 9:26 am	1st Hour
9:30 am - 10:26 am	2nd Hour
10:30 am - 11:25 am	3rd Hour
11:30 am - 12:56 pm	4th Hour
1:00 pm - 1:56 pm	5th Hour
2:00 pm - 2:56 pm	6th Hour
3:05 pm	Teachers Dismissed

Education Association

By Glen F. Petre
CSEA President

By Kimberly B. Hill
CSEA Secretary

By Tom Greene
KCEA President

By Donna K. Hill
CSEA Member

By Joe Harrison
CSEA Member

Board Of Education

By Carly M. Zank
Board President

By James L. Linn
Board Secretary

By Leon F. Uplinger
Trustee

By Ralph E. Dranyan
Trustee

By Charles Smith
Trustee

Dated: August 8, 1988

